

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :

vs

3:12-CR-224

RICHARD J. HARLEY

BEFORE: THE HONORABLE A. RICHARD CAPUTO

PLACE: COURTROOM NO. 1
WILKES-BARRE, PENNSYLVANIA

PROCEEDINGS: JURY TRIAL

DATE: FRIDAY, DECEMBER 5, 2014

APPEARANCES:

For the United States:

BRUCE D. BRANDLER, ESQ.
U.S. ATTORNEY'S OFFICE
ROOM 217, FEDERAL BUILDING
228 WALNUT STREET
HARRISBURG, PA 17108

For the Defendant:

JOSEPH A. O'BRIEN, ESQ.
OLIVER PRICE & RHODES
1212 SOUTH ABINGTON ROAD
CLARKS SUMMIT, PA 18411

INDEX TO WITNESSES

FOR GOVERNMENT:	DIRECT	CROSS	REDIRECT	RECROSS
EDWARD SIEGEL	3	37		
MARY ANN ALEXANDER	42	64		
PETER BLAU	67	94		
KATHLEEN KELLY	99	121		
KEVIN FOGERTY	121			
MARSHALL SILVERSTEIN	143			

1 THE COURT: Good morning. Good morning, everyone.

2 MR. BRANDLER: Ned Sigel.

3 EDWARD SIEGEL, called as a witness, being duly sworn,
4 testified as follows:

5 DIRECT EXAMINATION

6 BY MR. BRANDLER:

7 Q. Mr. Siegel, are you currently employed?

8 A. Yes.

9 Q. And where are you employed?

10 A. State Street Corporation.

11 Q. And where is that located?

12 A. Global headquarters is Boston.

13 Q. And what is your position with State Street Corporation?

14 A. I head a business development team that focuses on
15 alternative asset management and --

16 Q. Can you move that microphone closer?

17 A. I head up a business development activity for State Street
18 for alternative asset managers for North America.

19 Q. And what is your title at State Street?

20 A. Managing director of business development.

21 Q. What type of business is State Street -- what is State
22 Street involved in? What is the nature of the business?

23 A. Principal activity involves providing custodial and
24 administrative services to asset managers, institutional
25 investors.

1 Q. And what is your particular duties and responsibilities in
2 that company?

3 A. Principally reviewing new business opportunity, soliciting
4 new business opportunity working with a team to develop new
5 business opportunities again with asset managers and the
6 private equity hedge fund and --

7 Q. All right. For those of us not involved in the financial
8 arena as you are, can you explain in laymen's terms what that
9 means in terms of who these asset managers and what type of
10 things your company performs?

11 A. Asset managers run the gamut from large institutional
12 names, which are you are probably familiar --

13 Q. Slow down.

14 A. -- names such as Morgan Stanley, Goldman Sachs, UBS.
15 Those are some of the larger names that I deal with today.
16 They can also be smaller boutique asset managers that are
17 independent but have assets that they would like an
18 administration shop like State Street to support. So what we
19 do is we provide accounting and custody services. Those are
20 the two principle functions that we support for managers that
21 are looking to create a fund into which investors can place
22 money, and then they will make the investments according to the
23 particular investment thesis of that fund. So a real estate
24 fund, for example, we will direct assets, it could be shopping
25 malls, it can be single family homes, things like that. The

1 manager will place these into a legal structure entity and then
2 offer shares or allocations to investors. The investors can be
3 high net worth individuals. They can be endowments,
4 foundations, large institutions such as the names I mentioned
5 before. We provide all of the back office support services for
6 these asset managers. So they focus on making the investments
7 and managing the portfolio. We do the accounting. We hold the
8 cash, move the cash on their behalf, hold a record of the
9 assets. We do the accounting reporting. We do all the
10 required quarterly, annual financial reporting, anything else
11 that's required such as performance and analytics. So it's a
12 full service solution for asset managers that are looking to
13 create and develop funds and then provide investment
14 opportunities for investors.

15 Q. Thank you. And how long have you been with State Street
16 Corporation?

17 A. Twenty-three years.

18 Q. Have you been a vice president of business development
19 that entire time?

20 A. I started as a financial analyst and worked my way up
21 through the ranks through the investment banking training
22 program over a number of years. I've been in this role for the
23 past ten years.

24 Q. You said you work out of the Boston office?

25 A. Principally, New York as well. I'm headquartered in

1 Boston.

2 Q. Is State Street Corporation what is known as a custodial
3 bank?

4 A. Correct.

5 Q. And directing your attention to March and April of 2012,
6 did you have contact with Mr. Harley in your official capacity
7 with State Street Corporation?

8 A. Yes, I did.

9 Q. And can you tell us how that began, what the circumstances
10 were?

11 A. Mr. Harley reached out to a colleague of mine who is no
12 longer with State Street. Her name is Kelly Earley. She was a
13 client relationship officer in our Fair Lawn, New Jersey,
14 private equity office. He reached out to her after doing what
15 I understand internet research about State Street. The Fair
16 Lawn office I was told is close to where Mr. Harley's principal
17 place of business was located. Kelly Early was in operations.
18 She was not in business development. She referred the
19 opportunity to me. It was at that point I commenced contact
20 with Mr. Harley.

21 Q. And when you commenced contact with him, was that via
22 telephone?

23 A. Yes.

24 Q. Tell us the nature of -- this is March 2012?

25 A. Yes, correct.

1 Q. Tell us what happened.

2 A. Mr. Harley called me to inquire about an opportunity that
3 he had, which is effectively to place an amount of Federal
4 Reserve securities bonds with State Street in safekeeping for
5 our custodial services.

6 Q. How much money of these Federal Reserve instruments did he
7 claim to have that he wanted to put in your custody?

8 A. Upwards in total of 200 billion. The initial amount that
9 he sought to place with State Street was a billion dollars.

10 Q. Tell us -- can you elaborate more on what he told you
11 about how he had come into possession of those funds what he
12 wanted to do with those funds and what he wanted State Street
13 to do with those funds once they were in your custody?

14 A. Certainly. So Mr. Harley indicated that he was acting as
15 a power of attorney on behalf of an individual named Joseph
16 Kiat, who I guess was based in Singapore and as his power of
17 attorney and acting on his behalf wanted to place an initial
18 amount of a billion dollars, two 500 million dollar treasury
19 checks as collateral security with State Street and again on
20 behalf of Mr. Kiat.

21 And the initial conversation with Mr. Harley stipulated
22 that he wanted to start with a billion dollars but potentially
23 give him \$200 billion, spread this amongst various institutions
24 but certainly the amount he would place with State Street over
25 time would far exceed a billion dollars. The purpose for

1 placing the money with State Street was twofold. One, he was
2 looking for asset management services, investment management.
3 Second, he also sought to receive a loan from State Street
4 collateralized by the notes that we would hold in safekeeping.
5 So two things were noted by Mr. Harley. One, he wanted to
6 co-mingle the money that he was placing with State Street in an
7 account with other investors -- institutional investors was
8 what he stipulated, and, second, that the loan that he sought
9 -- he was looking to take proceeds directly in cash from State
10 Street, the remainder of the loans with us and potentially
11 looked to leverage the loan amount to purchase further assets
12 as it occurred. So that's a very typical thing for us. When
13 we lend money in a loan capacity to an investor, they will
14 leverage the proceeds of the loan to purchase additional
15 assets. That was one of the things he indicated he was looking
16 to do.

17 Q. Did he discuss how much of a loan he was looking for from
18 State Street?

19 A. Not at the time.

20 Q. And you mentioned co-mingling. What did you mean by that?

21 A. Co-mingling is when an investor places his or her money
22 with another investor. So a good example is a mutual fund. If
23 you invest into a mutual fund through your 401 K., your money
24 is co-mingled with other investors. It means do you not have a
25 separate account with your assets. So your assets are with

1 other investors.

2 Co-mingling typically means that there's a look of less
3 transparency unless you're doing record keeping for the
4 investors around the cash moving and the money flow. So that
5 was of the one things that jumped out given the dollar amounts
6 that he was indicating he wished to invest with us.

7 Q. Why did it jump out?

8 A. Typically when you are investing, you know, upwards of a
9 billion and potentially far greater amounts, most investment
10 managers are individuals seeking to have that kind of money
11 placed into our asset management team want what is called a
12 separate account or a managed account. They do not want the
13 share of the returns of the investment with any other
14 investors. They want recording keeping that is strictly
15 weighed to their investment portfolio, and they will have
16 greater control over the investment thesis or the investment
17 activity. So typically there's an agreement drawn up or
18 negotiated between the investor and the asset manager which is
19 in this instance would be State Street. That stipulates the
20 type of investments that are made, the risk profile of the
21 managed account and the returns and the calculations -- how the
22 calculations are done in terms of deriving the returns back to
23 the investor and to the asset manager. What that means is a
24 managed account is in this dollar amount typically a far more
25 common structure or occurrence than a co-mingled account. When

1 you are co-mingling money in that amount, it sends up a red
2 flag.

3 Q. And he wanted to co-mingle?

4 A. That's correct.

5 Q. And did he also -- besides the federal instruments --the
6 Federal Reserve instruments that he was seeking to deposit into
7 State Street, did he also mention any other assets that his
8 company had?

9 A. Yes, he sent me a profile -- corporate profile of RJH,
10 LLC, whatever the legal entity name -- he talked about in the
11 confines of the letter that he sent me in the profile that
12 there was oil reserves in excess of a billion dollars in, I
13 think, Brown County, Texas. And there was also another one
14 billion dollars in investment grade debt instruments, now,
15 neither of which came up in future discussions. He did mention
16 the oil reserves a number of times. The investment grade
17 instruments were never mentioned in any further conversations
18 other than it included in the corporate profile.

19 Q. The oil reserves you said did come up in future
20 conversation?

21 A. That's correct.

22 Q. In what context?

23 A. Potentially as collateral?

24 Q. When you say collateral, you mean collateral for loans
25 from State Street?

1 A. Collateral for loans from State Street, correct.

2 Q. And how -- just starting in March 2012, how frequently did
3 you talk to him and -- well, let's talk -- how long did this
4 relationship last?

5 A. It was a couple months.

6 Q. And during that time period how frequently did you
7 communicate with Mr. Harley?

8 A. It was typically a couple times a week, three, four times
9 a week.

10 Q. And how did you communicate?

11 A. It was both by e-mail and telephone.

12 Q. And when he first presented this opportunity to you for
13 State Street, what did you do? What did you do in terms of
14 seeing it to fruition?

15 A. Initially we have a process we go through in terms of new
16 business opportunities largely because we are a federally
17 regulated bank. So we are audited on an ongoing basis which
18 means as an officer of a bank with the effective power or
19 authority for new business opportunities, I have to follow a
20 very disciplined process and evaluation.

21 So whenever we start talking to a new client or
22 prospective client, we ask for things such as corporate
23 profiles, biographies, information related to the investment
24 opportunities, any other documentation such as limited
25 partnership agreements or any other things you'd typically look

1 -- you know, if somebody is going to make an investment, right,
2 you're going to ask to have information. It's the same kind of
3 process we go through. This information is then reviewed by
4 myself, and I have a business analyst who works for my team
5 look at the information as well. We will typically do our own
6 independent research on the internet and through other sources
7 that State Street has given our capabilities to do analytics.
8 So I have a business analyst do some background research in
9 terms of Mr. Harley's corporate profiles, and then this
10 information again --

11 Q. Before we get to that, did you enter into any type of
12 confidentiality agreements?

13 A. We did. That's typically a common course of action as
14 well when we look at new business opportunities. So we -- I
15 sent him our form of non-disclosure or confidentiality
16 agreement. There was some back and forth in terms of some of
17 the language there. He executed, and I executed.

18 Q. And when he was executing that, he executed on behalf of
19 his company, RJH?

20 A. He signed Richard Harley, CEO. He did not stipulate
21 whether it was Richard -- RJ Harley or Madison Park Realty,
22 which was the other entity he referenced.

23 Q. So he mentioned another entity besides RJH that he was
24 affiliated with?

25 A. Correct.

1 Q. What was the name of that?

2 A. Madison Park Realty.

3 Q. How did he describe that?

4 A. As a multi-asset manager.

5 Q. Did he say what assets he had under his control?

6 A. No, not at the time. I requested a corporate profile from
7 him for Madison Park Realty. I did not receive that. I only
8 got the RJ Harley profile.

9 Q. So the confidentiality agreement was executed amongst the
10 parties?

11 A. Yes.

12 Q. And then did you receive documents from Mr. Harley as you
13 requested?

14 A. Yes, and these were documents we were looking for that
15 describe -- we typically circulate amongst our risk compliance
16 and custody or operations teams. The initial documents I
17 received were redacted which means there was some of the names
18 and information was blacked out. We can't circulate
19 information like that. We have to have fully unredacted
20 documents so there's total disclosure. So I followed up with
21 an e-mail to him and requested that he send to me unredacted
22 documentation, which he did within a few days.

23 Q. He sent you the unredacted documents?

24 A. Yes.

25 Q. Can you generally describe what documents he sent you?

1 A. A corporate profile. There was safekeeping receipts which
2 showed the checks that he had being held in the Federal
3 Reserve. There was a power of attorney document from Mr. Kiat,
4 Joseph Kiat of Singapore, to Mr. Harley. There was an
5 additional continuation or extension of power of attorney, and
6 then there was some -- there was a grey screen which
7 purportedly showed that these assets were being held in the
8 Federal Reserve system, and then there was further -- a letter
9 from Mr. Bernanke on the Federal Reserve letterhead indicating
10 that Mr. Harley was effectively holding these assets on behalf
11 of Mr. Kiat.

12 Q. And how did he transmit those documents to you?

13 A. e-mail.

14 Q. After you received the documents what -- you said you
15 turned them over to your compliance department?

16 A. Right. We did a review first. Before I do anything, we
17 do -- I do an analysis with my team, and then we turn them over
18 to our risk and compliance teams as well as the operations team
19 for their review. So there's got to be a signoff and approval
20 by a number of different authorities within State Street before
21 we can proceed with any business opportunities, so I need
22 everybody's agreement in order to do so.

23 Q. Who were the people that you sent it to for further
24 review?

25 A. Gene Morris, head of risk, one of our custody operations

1 heads. I also sent this to my sales manager, who is our global
2 head of sales, Scott Fitzgerald. Because there was some red
3 flags, I sent the documentation as well to Jim Eckenrode -- I'm
4 sorry -- Jack Eckenrode, who is our global head of security.

5 Q. You said there was some red flags. What red flags are you
6 referring to?

7 A. First the dollar amount, \$200 billion is an extraordinary
8 amount. That kind of money that we place with us from
9 sovereign wealth entities such as Saudi Arabia, Abu Dhabi, you
10 know, governmental organizations, typically individuals do not
11 have control over an amount of that size. That was one of the
12 first tip-offs.

13 The second was that we did a little research and -- I
14 forget the gentleman's name -- Riyadi -- there was somebody
15 there whose name was in the documentation and there was
16 fraudulent activity we found related to activity around Fed
17 Reserve moneys, and that came up as a red flag from the
18 research we did.

19 There were a number of things that, you know, that came up
20 for me as well the fact that we did not get full -- when I say
21 corporate profile -- we did not get that information other than
22 that two-page letter he sent to me. We were not able to find
23 anything on the internet about his corporate entities or
24 activity related thereto. We had no information about these
25 so-called oil reserves in Texas. So there were a number of

1 things that, you know, came out as well as what I mentioned
2 previously, the request to comingle assets. So --

3 Q. This research that you did with Mr. Riyadi, did that take
4 a lot of labor, extensive research to find?

5 A. No, one of the guys that works for me spent a couple hours
6 and was able to come back with the information that came back
7 as fraudulent.

8 Q. And after it went to your superiors and the other people
9 you mentioned for review, did you communicate with them about
10 whether or not State Street would enter into this relationship
11 as proposed by Mr. Harley?

12 A. I'm sorry. Did I communicate with -- internally?

13 Q. Internally, yes.

14 A. What we do once we have the opportunity to review the
15 material, we have what we call a deal team call or a meeting.
16 So all the relevant folks that need to be included and opine on
17 a particular opportunity, I made certain I had them on this
18 particular day. So the conclusive argument that came back and
19 discussion that came back to me was this is not something we
20 want to proceed in terms of pursuing anything further.

21 Q. And why wasn't it something you wanted to pursue?

22 A. Risk effectively. State Street is one of the largest
23 global custodian institutions. We have a tremendous reputation
24 in the industry. This is one of the reasons why I stayed there
25 for as long as I have. I truly believe in the corporation.

1 Putting State Street at risk with a transaction of this type is
2 nothing I would endeavor to do. It's the same with the guys I
3 work with. This was not something that we sought -- we thought
4 was, you know, a real opportunity. It was something we found
5 to be potentially high risk and there was a lot of uncertainty
6 around the information we received. So we stepped away from
7 it.

8 Q. What was the nature of the risk?

9 A. Again, it was that we did not have real access to any of
10 the data that purportedly showed this money was held in actual
11 Fed Reserve accounts, and, you know, that Mr. Bernanke -- Ben
12 Bernanke, chairman of the Fed was alleging were held out in
13 this letter were held with the Fed. You know, we don't have
14 access to grey screen. There was no way for us to show or
15 prove internally to our colleagues, you know, these treasury
16 checks actually exist.

17 The fact he was to looking put this money into a
18 co-mingled account, these were things that jumped out and
19 effectively told us that was not risk we want to undertake.

20 Q. And certainly not give loans based on these assets that
21 you couldn't verify?

22 A. Yeah, and I worked for quite a while heading up our loans
23 communications desk, so I am very familiar with how the loan
24 process works. So typically when we are making a loan to an
25 institutional client, it has to be collateralized, and we

1 extend the loan in amounts that are determined by the type and
2 amount of collateral that we have, and there's a certain
3 duration for which the loans are made. But then they have to
4 be paid or refinanced within a certain period of time. When we
5 looked at what we'd be actually be holding within State
6 Street's custodial accounts, it was really just these
7 safekeeping receipts. There was no actual cash that would be
8 held within State Street. That's within the Fed Reserve
9 accounts. So effectively you are lending against paper. That
10 was not something we were going to do.

11 When I inquired of Mr. Harley about other potential
12 collateral, he said there was a billion dollars in investment
13 grade security. I was told that was not available for
14 collateral purposes. He mentioned the \$1 billion in
15 approximate value of the oil reserves. That's stuff that's in
16 the ground.

17 It would cost us a lot of time and money if we had to go
18 after it. And we're not in what I call the asset based lending
19 business. So from a lending profile, this was not something
20 that would fit within our risk parameters.

21 Q. Did you communicate to Mr. Harley that State Street was
22 not interested?

23 A. I did by e-mail.

24 Q. And approximately when did that communication take place?

25 A. It was the latter part of April, I think the 26th or 27th

1 if I remember correctly.

2 Q. Of 2012?

3 A. I'm sorry, 2012, yes.

4 Q. And after you communicated that to Mr. Harley, what was
5 his reaction?

6 A. He sent me a cease and desist letter and asked me to
7 destroy all the information he sent to me, safekeeping
8 receipts, the profile, all the other information that he sent
9 along. Prior to that, however, we had gone through a period of
10 time we were doing the internal review, there was some vacation
11 schedules there were there as well. So the total time that we
12 were looking at this and making a determination internally as
13 to whether we wanted to proceed was at least two -- two weeks.

14 It was during that intervening period Mr. Harley became
15 belligerent is perhaps the right word -- certainly very
16 determined to get a response from me from State Street, so he
17 was calling my cell phone on a regular basis, sending me
18 e-mails on a regular basis looking for us to make a decision
19 informing me if we didn't make a decision quickly he was going
20 to move on to a different institution.

21 Q. During any point in any of these conversations with you
22 did Mr. Harley ever mention that he had repeated contact with
23 government officials at the Federal Reserve Bank of Atlanta,
24 Federal Reserve Bank of New York and the Federal Reserve Board
25 in Washington where they told him these instruments were bogus?

1 A. No, not once was that mentioned to me.

2 Q. And to the contrary, was he was saying these were
3 legitimate instruments?

4 A. Correct.

5 Q. Now, you said you got the cease and desist letter from Mr.
6 Harley. And then what did you do, if anything?

7 A. At that point I reached back out to Jack Eckenrode, who is
8 our global head of security, and informed Jack that we were no
9 longer going to continue to pursue the opportunity on our side.
10 Mr. Eckenrode informed me he was going to reach out to Mr.
11 Harley and require any further correspondence between State
12 Street and Mr. Harley to occur between himself, Mr. Eckenrode
13 and Mr. Harley. He wanted to pull me out of the loop.

14 Q. I want to show some exhibits now, exhibit 13.2. Do you
15 have that on your screen?

16 A. Yes.

17 Q. Can you identify this document?

18 A. This is the non-disclosure agreement. I don't see the
19 full document itself. I just see the --

20 Q. This is the front page. I just want you to identify the
21 document first.

22 A. Yes.

23 Q. Can you scroll down, please? So go to the next page. Is
24 there an e-mail from you to Mr. Harley?

25 A. Yes, sir.

1 Q. What is the date of the e-mail?

2 A. March 22, 2012.

3 Q. And can you just read the body of the e-mail?

4 A. I think this was just an e-mail I sent to him saying this
5 was the signed non-disclosure agreement --

6 Q. Just read what it says.

7 A. It says, Richard, as requested, best, Ned.

8 Q. And then it has an attachment that can be downloaded in a
9 PDF at the bottom?

10 A. Yes.

11 Q. Going back to the front page, the first page of this
12 document -- that was from Mr. Harley to you the day before on
13 March 21, 2012?

14 A. Yes, sir.

15 Q. Read what that e-mail says.

16 A. Ned, please see the attached signed NDA, best regards, R.
17 Harley, CEO, Madison Park Realty.

18 Q. The NDA stands for what?

19 A. Non-disclosure agreement, which is the same as a
20 confidentiality agreement.

21 Q. He's indicating here he's affiliated with this entity
22 Madison Park Realty, correct?

23 A. Correct.

24 Q. Which is another company he said he managed or he was the
25 CEO of?

1 A. This is what he referred to as a multi-asset management
2 company.

3 Q. Going to the second page again, that was your response?

4 A. Correct.

5 Q. And we will go through the document itself on the next
6 page. Can you identify this document?

7 A. This was the executed non-disclosure agreement.

8 Q. And it's on State Street's letterhead. So is this
9 something that your company prepared?

10 A. This was a form that I sent to him. It's our form of
11 non-disclosure agreement.

12 Q. I don't want to you to read the entire document. Just
13 summarize what the substance of the document is.

14 A. Correct. Effectively what it does is it stipulates any
15 information received by or from State Street -- by State Street
16 from another third party or information State Street provides
17 to a third party is going to be held in confidence.

18 So for example, things such as fee schedules or other
19 confidential documents are not to be disclosed by either party.
20 There's liability that each party is subject to in the event
21 that information is shared in violation of the non-disclosure
22 agreement.

23 This talks about access to systems and things like that.
24 Effectively this puts both parties on notice any information
25 shared that is confidential.

1 Q. Go to the signature page, the next page. On the bottom
2 there's a signature by -- is that your signature for State
3 Street Bank and Trust?

4 A. Yes, sir.

5 Q. And below that it says, acknowledged and agreed, Madison
6 Park Realty. Is there a signature below that?

7 A. Correct, Richard Harley.

8 Q. As CEO?

9 A. Yes.

10 Q. So that would have been the initial step in this process
11 to get this confidentiality agreement signed?

12 A. Correct.

13 Q. Can we have exhibit 13.1? Go to that portion. It appears
14 to be an e-mail from Mr. Harley to you dated Tuesday, April
15 3rd, 2012, 9:54 a.m., subject, Federal Reserve instruments.
16 Did you receive this e-mail from Mr. Harley on that day?

17 A. Yes, sir.

18 Q. And can you read the body of the e-mail?

19 A. Ned, it was good speaking with you. As promised, please
20 see the unredacted documents, corporate profile, limited power
21 of attorney, authorization and bond power, modified agreement
22 to extend, custodial trustee letter, SKR -- which stands for
23 safekeeping receipts -- reserve funds letter and one grey
24 screen printout, look forward doing business with you, kindest
25 regards, R. Harley, CEO, Madison Park Realty.

1 Q. Going to the attachment -- it says unredacted documents.
2 You discussed earlier that the initial set was redacted had
3 things X.'d out or blacked out?

4 A. Correct.

5 Q. So this was the second in the series of communications?

6 A. That's correct.

7 Q. Let's go to the documents. Go to the next page, please.

8 MR. O'BRIEN: What are these pages?

9 MR. BRANDLER: This is exhibit 13.1.

10 MR. O'BRIEN: What pages?

11 MR. BRANDLER: There's no page numbers on it, but
12 it's attached to the same document.

13 MR. O'BRIEN: Attached with the --

14 MR. BRANDLER: Attached to 13.1, the next page.

15 BY MR. BRANDLER:

16 Q. So is this the corporate profile that was attached to that
17 e-mail?

18 A. That is correct.

19 Q. Now, can you just read what it says?

20 A. Corporate profile, name and address of --

21 Q. Before we get to that on the top, it says it's for a
22 particular company?

23 A. Yes, it should be RJH Harley --

24 Q. Just read it exactly --

25 A. RJH and Company, Incorporated.

1 Q. The date?

2 A. April 2nd, 2012.

3 Q. If you can start reading.

4 A. This communication is confidential and privileged
5 information and may only be used for discussion and evaluation
6 purposes by the recipient. Corporate profile. Name and
7 address of registered agent, RJH and Company, Incorporated, 25
8 Cedar Grove Lane, Summerset, New Jersey, 08873. State and date
9 of incorporation, incorporated in the State of New Jersey in
10 1989. Principal officers, Richard Harley, chairman and CEO,
11 Harry Dawson, CFO, Tonya Harley, secretary. The purpose of
12 company, RJH and Company Incorporated is a vertically
13 integrated privately held holding company owning and
14 controlling and leasing, developing and administering assets in
15 commercial and residential real estate, petroleum products and
16 commodities.

17 Assets and liabilities, the principal asset of RJH and
18 Company Incorporated -- in quotations -- RJH, a privately held
19 New Jersey corporation is provable in the ground petroleum
20 reserves, approximately 10 million barrels of oil located in
21 Brown County, Texas. These reserves are wholly owned by RJH
22 with value in excess of US \$1 billion. RJH has been sole owner
23 of these reserves since September 24, 1997. This opinion and
24 its accompanying documentation and data were prepared by Donald
25 Kesterson, a petroleum geologist licensed by and in the State

1 of West Virginia. The company also owns investment grade debt
2 instruments valued in excess of USD \$1 billion. The foregoing
3 assets or material information pertaining thereto --

4 Q. Slow down, please.

5 A. -- can be produced and examined subsequent to the
6 negotiation and acceptance of appropriate terms to safeguard
7 their use and confidentiality. In April 2009, RJH and Company,
8 Inc., was granted unrestricted bond power over Federal Reserve
9 Bank instruments totaling more \$700 billion USD. RJH and
10 Company is seeking an institution to place our firm's
11 instruments in a custodial account for utilization to obtain
12 credit, credit enhancements or private placement. These bank
13 instruments consist of custodial letter, reserve funds letters,
14 safekeeping receipts and confidential memos with screening
15 procedures consisting of CUSIP, ISIN and DTC codes. RJH has no
16 current liabilities in excess of normal and ordinary operating
17 expenses. Thank you for your consideration in this matter.
18 Should you have any questions, please do not hesitate to
19 contact our office, very truly yours, Richard Harley, CEO.

20 Q. Go to the next attachment. Just read the top portion.

21 A. To Richard J. Harley, CEO --

22 Q. Title of the document?

23 A. Excuse me. Limited power of attorney authorization and
24 bond power. To Mr. Richard J. Harley, CEO from Joseph Teo Hui
25 Kiat, reference power of attorney, authorization and bond

1 power.

2 Q. Read the first paragraph.

3 A. I, Joseph Teo Hui Kiat, the undersigned, do hereby give,
4 grant and appoint Mr. Richard J. Harley, CEO, and/or any
5 person, persons, entity, and/or assigns dually appointed by he,
6 them at his, their, sole discretion as my attorneys in fact to
7 act in my capacity on my behalf as if I were present in my
8 place instead to make and do any and all of the following.

9 Q. That's enough. Scroll to the bottom of the page. Does
10 this document appear to be notarized?

11 A. That is correct.

12 Q. And who is the notary -- that seal on the bottom
13 right-hand corner?

14 A. A gentleman by the name of Henry Cohen.

15 Q. From the Commonwealth of Pennsylvania?

16 A. Correct.

17 Q. Is he certifying any signature, or is he certifying --
18 what does he say next to his signature?

19 A. It says, I certify that this is a true copy of the
20 original dated April 16th, 2009. So my understanding was he
21 was in his capacity as a notary public stipulating this copy is
22 a -- this is a copy of the original power of attorney, which is
23 signed on -- or notarized on the following page by a notary
24 public in Singapore.

25 Q. Go to the following page. Is that what you were referring

1 to, the signature -- purported signature of Mr. Kiat on April
2 13th of 2009?

3 A. Yes, sir.

4 Q. Which is -- appears to be notarized if you scroll down a
5 little bit -- by some notary in Singapore named Noor Mohammed?

6 A. Correct.

7 Q. Go to the next document attached. Just read the title of
8 this document.

9 A. Modified agreement to extend limited power of attorney,
10 authorization and bond power, power of attorney number
11 RJH/AT/1BE/13-04-09-1.

12 Q. Just read that first paragraph.

13 A. This agreement to extend the limited power of attorney,
14 authorization and bond power -- in quotations -- the agreement
15 is made this 26th day of March, 2010 by and between Richard
16 Harley -- in quotations -- Harley CEO and its assignee and
17 Joseph Teo Hui Kiat -- in quotations -- Kiat -- a Singapore
18 citizen having his address at No. 2 Jalan Rajaj Unite #07-14,
19 Singapore 329134.

20 Q. Now, going to number four at the bottom of the page, it
21 says something. Scroll down, please. Can you read the item
22 number -- what item four says?

23 A. Collection of payment. The percentage of ownership
24 interest in the net earnings generated under the agreement
25 dated April 13th, 2009 shall be 50 percent in quotations the

1 numbers 50 percent -- in quotations -- the numbers 50 percent
2 to RJH and Company, Inc. and 50 percent -- in quotations-- the
3 number 50 percent to Joseph Teo Hui Kiat.

4 Q. Go the next page. There's signatures?

5 A. Wherefore, the parties to this agreement have subscribed
6 their signatures to this agreement on the day and year first
7 set forth above. We also declare that any copy of this
8 instrument will be valid and legal as the original. The
9 signatures are Joseph Teo Hui Kiat and Richard Harley, CEO.

10 Q. Go to the next document. Was this also attached to the
11 e-mail he sent you?

12 A. That's correct.

13 Q. On the logo at the top left, what does it say?

14 A. The Federal Reserve Board.

15 Q. Below that?

16 A. Federal Reserve Bank, the address in New York City.

17 Q. And the date of this document?

18 A. February 16th, 2009.

19 Q. And the title of the document?

20 A. Safe keeping receipt.

21 Q. Just read the first paragraph.

22 A. We, the Federal Reserve Bank of New York, located at 33
23 Liberty Street, New York, New York, 10045, U.S.A., with
24 telephone number (212) 720-5000, fax number (212) 720-6331,
25 SWIFT code, FRNY US 33, hereby confirm with full authority and

1 responsibility that our valued client has deposited with us in
2 custodial account number 021088506 funds, slash, assets of
3 which details are outlined as follows.

4 Q. Under that the type of funds, assets are listed as what?

5 A. U.S. treasury checks.

6 Q. On the check numbers, it has a series of numbers?

7 A. These are the sequential numbers for the treasury checks
8 he referenced by Mr. Harley in the safe keeping receipt.

9 Q. And the date of issue?

10 A. The date of issue was February 6th, 2009, renewable
11 annually, after a five-year period from the time of the initial
12 note.

13 Q. The check denomination?

14 A. Each of \$500 million.

15 Q. And the total amount that he's saying is being kept safe
16 at the Federal Reserve Bank in New York?

17 A. 200 billion U.S. dollars.

18 Q. And below that it describes these custody arrangements.

19 Read the first two paragraphs.

20 A. These funds, slash, assets have been placed in our
21 custodial safe keeping under custodial account number
22 021088506, comma, custodial account name, Yohannes Riyadi, safe
23 keeping period from May 1, 2006 to May 1, 2016 . This safe
24 keeping receipt is issued and effective from the date of
25 issuance for the benefit of the custodial trustee and signatory

1 of the aforesaid funds, slash, assets, namely Mr. Joseph Teo
2 Hui Kiat, holder of Singapore passport number 0059881Z of his
3 assignees.

4 Q. Read the next paragraph, please.

5 A. We further confirm that these funds, slash, assets are
6 good, clean, cleared and of non-criminal origin, free and clear
7 of all liens and encumbrances and shall remain so for the
8 above-stated safe keeping period.

9 Q. And on the next page there's purported signatures of some
10 Federal Reserve officials?

11 A. That is Ben Bernanke, who is the former chairman of the
12 Fed and Donald Kohn, former vice chairman.

13 Q. Going back to the page before, was there anything about
14 the custodial arrangements that raised a red flag to you?

15 A. Well, one is that the dollar amount again, 200 billion, as
16 I referenced previously, is a number that we typically do not
17 see for individuals. It would be more akin to large sovereign
18 wealth entity or a large global corporation.

19 Second, there was -- it was unclear to us because there
20 was no other information provided the relationship between Mr.
21 Kiat and Mr. Yohannes Riyadi. So there was no background
22 information provided by Mr. Harley regarding Mr. Riyadi and how
23 that power of attorney or safe keeping authority was granted to
24 Mr. Kiat by Mr. Riyadi.

25 Also the fact that, you know, again, typically we don't --

1 I've never come across a letter signed by Ben Bernanke in this
2 manner. I seen other Federal Reserve correspondence but never
3 anything like this titled safe keeping receipt.

4 Q. Did you mention any of these red flags to Mr. Harley
5 during the course of your discussions?

6 A. No, we typically do not. This is something we do
7 internally first. I don't typically -- again, this is part of
8 our training. We go through various stringent K. Y. C., which
9 is know your client and anti money laundering. So K.Y.C.,
10 A.M.L. training, every year we have to certify. If you don't
11 certify and pass the required corporate examination, you got to
12 basically take it again. If you don't pass it, then you don't
13 work at State Street. So to make a long story short, these are
14 things that we have to go through from a protocol perspective.
15 We do not disclose red flags to clients.

16 We keep this internally, and we pass our concerns to the
17 appropriate authorities internally and externally.

18 Q. So if we go to the next document in this series of
19 attachments -- and does it appear to have the same logo as the
20 document before with the Federal Reserve Board and then the
21 Federal Reserve Bank of New York underneath it?

22 A. That's correct, sir.

23 Q. And the date of this document?

24 A. February 16th, 2009.

25 Q. And to?

1 A. To Mr. Joseph Teo Hui Kiat, who is stipulated here named
2 as custodial trustee for the custodial account number I
3 referenced previously.

4 Q. And the title of this document?

5 A. Reserved funds letters.

6 Q. And read the paragraph below that.

7 A. With reference to your request, we hereby confirm with
8 full authority and bank responsibility that the Federal Reserve
9 Bank, New York, has blocked and reserved your U.S. Treasury
10 check numbers 2122 10024065 up to 2122 10024464 inclusively
11 with a total amount of 200 billion United States dollars in
12 parenthesis, USD 200,000,000,000.00, for the benefit of Mr.
13 Joseph Teo Hui Kiat, holder of Singapore passport number
14 0059881Z.

15 Q. That has the signatures of Mr. Bernanke and Mr. Kohn
16 purportedly?

17 A. That's correct.

18 Q. Just comparing that document to the corporate profile if
19 you go back to the second page of this document -- the
20 corporate profile. Next page -- RJH corporate profile, in the
21 second paragraph can you just -- talks about \$700 billion of
22 Federal Reserve Bank instruments, correct?

23 A. That's correct.

24 Q. Did you notice the discrepancy between the documentation
25 and the corporate profile?

1 A. Just a half trillion dollars, but yes.

2 Q. Just a half trillion. Did you mention that to Mr. Harley,
3 and did he give you an explanation for that?

4 A. No, I did not. This was something I would not mention
5 directly to him, but this was one of the red flags that was
6 raised.

7 Q. And going back to the reserve funds that you previously
8 had on the screen -- the next document in this series that was
9 attached was what we call the Federal Reserve grey screen?

10 A. Yes.

11 Q. Now, on that document we go down to the total issued
12 amount, what was the amount there?

13 A. 500 million U.S. dollars.

14 Q. All right.

15 A. So this purportedly showed the existence of one U.S.
16 treasury check that would likely have been in that sequential
17 order that was referenced in the prior exhibit. So this was
18 for one check of \$500 million. So each check as noted in some
19 prior documentation was issued in the denomination of \$500
20 million.

21 Q. Had you ever heard of anything called a grey screen
22 before?

23 A. No.

24 Q. You don't even know if such a thing exists?

25 A. I don't, no. We certainly do not have -- and I do not

1 have the access in my capacity as an officer of State Street
2 into any of the Fed Reserve -- something called grey screen.
3 We have in State Street access to the Federal Reserve system
4 because we act on behalf of the Fed in moving treasury moneys
5 through our custodial system, but I don't know of anything
6 called a grey screen.

7 Q. Can we go to Exhibit 13.3? Can you identify this e-mail?

8 A. This was an e-mail that I sent to Mr. Harley dated April
9 27th -- redundant grammar inclusive -- but basically I told Mr.
10 Harley we were not interested in pursuing the opportunity
11 further with him based upon our internal review.

12 Q. April 27th of what year?

13 A. 2012.

14 Q. Just read the body.

15 A. Richard, thank you for your interest in State Street's
16 services. Upon conclusion of our internal review, we have
17 concluded we will not continue discussions around the proposed
18 custody opportunity, Regards, Ned Sigel.

19 Q. And go to 13.4. Can you identify this document?

20 A. This was a cease and desist notice that I received from
21 Mr. Harley the following -- the following day, dated April
22 27th, 2012.

23 Q. Go back to the prior document, 13.3. What was -- the date
24 on this one appears to be April 27th, 2012 at 1:37 p.m.,
25 correct?

1 A. Yes.

2 Q. Let's go to 13.4. This is dated April 27th, 2012 at 2:27,
3 about an hour later?

4 A. Right, it wasn't prior -- it was the same date.

5 Q. So what does this e-mail say?

6 A. Ned, please see the attached cease and desist notice,
7 regards, R. Harley, CEO Madison Park Realty, LLC.

8 Q. Attachment and a PDF?

9 A. That's correct.

10 Q. Go to the next page. Is this the cease and desist that
11 was attached in the PDF?

12 A. That's correct.

13 Q. Now, what company's letterhead is this on?

14 A. Madison Park Realty, LLC.

15 Q. And the title of the document is?

16 A. Cease and desist notice.

17 Q. What is the data that appears on the document?

18 A. It's an incorrect date. It's April 27th, 2011, but it was
19 actually 2012.

20 Q. The subject?

21 A. Federal Reserve Bank instruments.

22 Q. And to whose attention?

23 A. Edward Ned Sigel, vice president of State Street Bank and
24 Trust Company. That's me.

25 Q. Just read the first paragraph.

1 A. Due to your non-performance of our request for a custodial
2 account, you and your associates are hereby ordered to
3 immediately cease and desist any further activities,
4 representations or involvement regarding Madison Park Realty,
5 LLC, and RJH and Company, Incorporated.

6 Q. And going to the third paragraph. Scroll down. Read the
7 third paragraph.

8 A. You are hereby directed to destroy the following documents
9 sent to you on April 3rd, 2012 immediately. One, corporate
10 profile, two, limited power of attorney, authorization and bond
11 power, three, modified agreement to extend, four, custodial
12 letter, five, S. K. R -- which stands for safe keeping receipt
13 -- six, reserved funds letter and, seven, one Federal Reserve
14 grey screen printouts.

15 Q. The other sections that's in bold below that?

16 A. This notice is not a waiver of our firm's rights to seek
17 relief and cost for any damages that may have resulted in this
18 matter.

19 Q. And it's signed?

20 A. Correct, by Richard Harley, CEO.

21 MR. BRANDLER: Your Honor, I move the admission of
22 13.1, 2, 3 and 4. And I have no further questions.

23 THE COURT: Any objection?

24 MR. O'BRIEN: No objection.

25 THE COURT: They'll be admitted. Cross-examine.

1 CROSS EXAMINATION

2 BY MR. O'BRIEN:

3 Q. Mr. Sigel, tell us what a custodial account is.

4 A. Custodial account is an account we hold within or system,
5 which is linked to the Fed Reserve's system through which
6 moneys flow. We hold securities such as equities, fixed income
7 securities, cash, other types of instruments. And we hold
8 those in accounts that are effectively denominated in the name
9 of the holder. So Goldman Sachs, Morgan Stanley is an example
10 of the name of the accounts we hold in our -- some of the names
11 we hold in our custodial accounts.

12 Q. You have a custodial account, that money in there belongs
13 to the customer?

14 A. That's correct.

15 Q. It's like a trust account where you -- someone puts money
16 there? You're holding his money?

17 A. Correct, there's bit of a difference between a trust
18 account and a custodial account. In either case was act as a
19 directed entity. So there are certain stipulations from a
20 legal perspective that permits State Street in a custodial
21 account to move money or to cover shortfalls or take collateral
22 in the event -- for example, if assets move out of a custodial
23 account before settlement of other securities occurs and we are
24 short money or what is called an overdraft for that account, we
25 have the right to take collateral to make ourselves whole. So

1 there are differences between a trust account and a custodial
2 account.

3 Q. Now, depository account, that's when a customer puts his
4 money in your bank and it becomes the bank's money and the bank
5 owes him, right?

6 A. No, if a client puts money into an account at State
7 Street, that is their asset. That's their money. That's not
8 our money.

9 Q. No. In a custodial account, it's their money?

10 A. A deposit account is the same thing.

11 Q. Deposit account -- let me suggest to you a deposit account
12 when you put money in a depository account, that money belongs
13 to the bank but then the bank owes it back to the customer?

14 A. I don't agree with that.

15 Q. Okay.

16 A. State Street holds -- we have what is called demand and
17 deposit account. That's technically a custodial account. Call
18 it whatever you want. But if the money is coming into State
19 Street, it's held in the client's name. We are the custodian.
20 The registrant on the account is the client. It's not our
21 money.

22 Q. It's his money, okay. I'll leave it at that. Now, in
23 this case, he requested -- he sent you some documents, and you
24 just went through them. I will not go through them again. He
25 said to you, would you accept these documents and accept this

1 what they represent in a deposit -- in a custodial account,
2 correct?

3 A. Correct.

4 Q. You -- you examined it and said you had some concerns.
5 One of the concerns you said here is the actual money here is
6 being held at the Fed, there's really no money here, it's just
7 paper, and you had some concerns because there was some red
8 flags about Riyadi, and a couple other concerns and you said,
9 we don't want the business?

10 A. At the end of the day, yes.

11 Q. How about the issue of the loan? In all the documents I
12 saw, I didn't see any indication that he requested a loan.

13 A. He did. If you go back and review the documents, he was
14 looking for -- there was reference what he was looking to do
15 when the money was put into the custodial account. That was
16 effectively -- I believe he called it a credit. That's another
17 name for a loan. When we make a credit -- we lend credit to a
18 client, we lend money. So he did, in fact, request a loan.

19 Q. If you accept this and take it in the custodial account, I
20 will then come to you and ask for money and we will use this as
21 collateral?

22 A. Correct.

23 Q. And it never got anywhere near that because you didn't
24 accept it in the custodial account?

25 A. That's correct.

1 Q. He never filed any formal application for a loan?

2 A. No, he did not.

3 Q. He didn't tell you how much he was going to borrow or --

4 A. What he inquired about typically the pricing of the loan
5 and how we would structure a loan. So he did inquire about our
6 loan services and our loan capabilities.

7 Q. But he didn't tell you what he wanted to borrow, what was
8 it was going to be and never applied for one?

9 A. Well, he said it was putting in a billion dollars and he
10 wanted to borrow some amount against that. So there was --
11 typically for State Street, we're not going to lend more than
12 40 to 50 percent against the amount in the account.

13 So maybe he did not stipulate that, but by virtue of the
14 fact that we have risk limits and risk parameters, which I
15 articulated to him, there's a dollar amount of which we will
16 not lend. And I stipulated that in the conversation with him.

17 Q. But he never told you he wanted ten thousand or ten
18 million, did he?

19 A. No, he was just looking for a loan against those assets.

20 Q. He wanted -- what he said to you was, listen, if you
21 accept this custodial deposit, then I want to use that as
22 collateral and I'll apply for a loan?

23 A. Correct.

24 Q. Okay .

25 MR. O'BRIEN: That's all I have.

1 MR. BRANDLER: No further questions.

2 THE COURT: You may step down. Any reason not to
3 excuse Mr. Sigel?

4 MR. O'BRIEN: No. Thank you, sir.

5 THE COURT: You're excused.

6 MR. BRANDLER: Maryann Alexander.

7 MARY ANN ALEXANDER, called as a witness, being duly
8 sworn, testified as follows:

9 DIRECT EXAMINATION

10 BY MR. BRANDLER:

11 Q. Good morning, Ms. Alexander.

12 A. Good morning.

13 Q. Ms. Alexander, how old are you?

14 A. Fifty-three.

15 Q. And where do you currently live?

16 A. Cape Coral, Florida.

17 Q. And are you currently employed?

18 A. I am.

19 Q. And what is your job?

20 A. I work for my fiance who owns and runs a vending route in
21 the Charlotte and Lee County areas. I am an administrative
22 assistant.

23 Q. I will approach to make the microphone a little closer.
24 Just repeat that.

25 A. Yes, I work for my fiance who is -- owns and runs a

1 vending route in Lee and Charlotte Counties. I am his
2 administrative assistant. I also actually run one of the
3 facilities, one of 22 that he runs.

4 Q. And, Ms. Alexander, you're visually impaired?

5 A. I am blind. I have just light perception and mostly
6 outdoor light perception.

7 Q. And are you totally blind?

8 A. I am.

9 Q. And how long have you been blind?

10 A. All my life. I was born blind.

11 Q. And are you able to read documents despite being blind?

12 A. No, sir -- well, not read per se. I can access them
13 through my technology through my computer. I have -- use
14 office off-the-shelf software like Microsoft Word and Outlook.
15 Then I have what is called a screen reader. It's called JAWS,
16 and it reads whatever is on the screen. So I have access to
17 documents in that way.

18 Q. So you work for this vending machine business I think you
19 said it was?

20 A. Yes.

21 Q. Owned by your fiance?

22 A. Yes.

23 Q. You do -- what type of work do you do for the company?

24 A. I fill out his reimbursement forms. I send refunds to
25 customers who lost money in machines. I do the ordering --

1 inventory and ordering, and then I actually do the filling of
2 machines at one of his locations.

3 Q. So if there's paperwork associated with your job
4 responsibilities, how are you able to handle that?

5 A. With the computer. Our reimbursement forms are in a
6 template, and I just go and fill out the specific information
7 about the vendor that we are getting reimbursement from, so on
8 and so forth.

9 Q. If you get a written type document -- let's say an invoice
10 of some type, how are you able to discern what's on the
11 document?

12 A. If it's typed and it's written and it's handed to me as a
13 hard copy, I use an off-the-shelf scanner, and I have specific
14 software that will then -- I scan the document, and the
15 software then translates the document into a form that I can
16 read. If it's e-mailed to me as a PDF document, then I can use
17 software within my computer to access that PDF document.

18 Q. Now, prior to coming here today, you were interviewed by
19 the FBI related to your interaction with Mr. Harley, correct?

20 A. Yes.

21 Q. And there were interview reports generated, and there were
22 various documents that were given to you in preparation to for
23 your testimony today, correct?

24 A. Yes, sir.

25 Q. And were you able to review those documents prior to

1 coming here today?

2 A. I reviewed the report that Mr. Browning wrote. It was
3 sent to me as a PDF document. It was typed. So I was able to
4 able to access that entire report. I reviewed an e-mail that I
5 had written to Mr. Harley. I have reviewed the original note
6 that was sent to me by Mr. Harley. My personal assistant, who
7 my fiance -- he is also blind -- and we employ a personal
8 assistant once a week. And she went over the checks and
9 deposit slips with me and read them to me.

10 Q. Very good. You said you currently live in Florida. Did
11 you previously live in Pennsylvania?

12 A. Yes, sir.

13 Q. When did you live in Pennsylvania?

14 A. From 1992 until 2011.

15 Q. And what portion of Pennsylvania did you live in?

16 A. In Monroe County most of the time.

17 Q. And is that the East Stroudsburg area?

18 A. Yes, it is.

19 Q. And is that also known as the Poconos?

20 A. Yes, it is.

21 Q. Okay. And when you were living in Pennsylvania, were you
22 employed?

23 A. Yes, I was.

24 Q. Where were you employed?

25 A. I worked for ten years for Attorney Christie Bower as her

1 legal assistant.

2 Q. What ten-year period of time are you referring to?

3 A. From March 6th, 2000 until sometime in June -- second week
4 of June into 2010.

5 Q. How did it come to be you became employed by Attorney
6 Bower?

7 A. She was actually my attorney as I was fighting a custody
8 case. When I called, it was difficult to get in touch with
9 her. And she had lost her secretary. And when I finally did
10 get to meet with her, I asked her if she might benefit from
11 having someone answer her phones and take appointments. And
12 she called me two weeks later and asked me if I was still
13 interested in doing that. Then the position grew into much,
14 much more.

15 Q. Where was Ms. Bower's office located?

16 A. It started out in Jay Park Plaza, which was a small
17 division called Marshalls Creek, and then she moved into East
18 Stroudsburg, a little north of where she had been in a larger
19 -- a bit nicer office.

20 Q. Was Ms. Bower a solo practitioner or affiliated with a
21 firm?

22 A. She was -- she is a solo practitioner.

23 Q. You worked there for about ten years. What was the nature
24 of her practice?

25 A. Generally it was family law, Social Security cases, wills,

1 that kind of thing.

2 Q. When you say family law, you mean divorce, custody?

3 A. Divorce, custody, that's correct.

4 Q. Did she do any criminal work?

5 A. No.

6 Q. Any corporate finance?

7 A. No, not that I know of. Again, what she did before 2000

8 -- she was an attorney before me. So --

9 Q. Besides working for Ms. Bower, did you develop a personal
10 friendship with her?

11 A. We were friends.

12 Q. And what were your duties and responsibilities generally
13 when you worked for Ms. Bower?

14 A. Everything. She dictated pleadings. I typed them.
15 Sometimes she just dictated just the basics and I wrote for
16 her. Sometimes she dictated specifically, and I typed them. I
17 wrote letters. I filed. I opened mail. I made appointments.
18 I helped Social Security clients fill out documents. Later on
19 they became accessible online. I helped them fill out
20 documents, talked to judges, talked to other attorneys.

21 Q. Everything. You were the --

22 A. I was it. I was the front lady. I was the first person
23 that people saw and often times the person that they talked to
24 more often than even they spoke with her.

25 Q. Did you while working for Ms. Bower as her legal

1 secretary, did you come in contact with Mr. Harley?

2 A. Yes.

3 Q. And what was the circumstances of that?

4 A. Well, he came into the office for various issues I guess.

5 I was -- the one thing I didn't do was sit in with Christie

6 with clients in most cases. There were very few cases where

7 maybe in a custody case I might have sat in if she thought I

8 could be -- if she thought I might have valuable input. I

9 never sat on meetings with Mr. Harley and Attorney Bower. So

10 he would come in for various things.

11 Q. Was he a client of Ms. Bower's?

12 A. Yes, he was.

13 Q. And how frequently -- first of all, approximately what

14 year did you first meet Mr. Harley?

15 A. I guess it was later in 2005, 2006, somewhere around

16 there.

17 Q. How frequently would he come to Ms. Bower's office?

18 A. I would have to say -- again, this is years ago. But I

19 would have to say one or two times a week, sometimes.

20 Q. Would he also call on the phone?

21 A. Yes.

22 Q. You would take those phone calls and direct them to Ms.

23 Bower?

24 A. Yes, yes.

25 Q. Through him coming into the office did you ever have

1 conversations with Mr. Harley regarding potential investment
2 opportunities?

3 A. That came later on in around 2007.

4 Q. Tell us what happened.

5 A. He just approached me and said that he was offering an
6 opportunity to people he thought could benefit, just a few
7 people who he thought needed it most and if we would invest
8 whatever we would invest, he would multiply that by five times
9 and within a month's period of time and that -- so I did. I
10 took money from a home equity line. I gave it to him.

11 Q. Before we get to the actual money that you gave to him,
12 did he tell you what he was going to invest your money in and
13 why he needed the money?

14 A. Yes, it was oil that he had -- he was -- supposed to fund,
15 and I don't know exactly to define that. But it was -- he was
16 going to fund this oil that he had that would be worth billions
17 of dollars and that the money I gave him again he would
18 quadruple that initial investment.

19 Q. Did he say he owned this oil that was worth billions?

20 A. He said he owned a note for oil that was in the ground in
21 Texas I think it was.

22 Q. And how much money did he ask you for?

23 A. Whatever I could manage, not a specific amount.

24 Q. What was your financial circumstances at the time that he
25 asked you to invest with him?

1 A. I earned about \$1,600 a month before taxes from Christie,
2 and I received Social Security benefits. Around 2006 I lost --
3 my daughter turned 18. So her benefit dropped off. And that
4 diminished my income by 800 -- 7 or 800 hundred dollars then.
5 And my -- I was receiving -- I was a single parent raising two
6 teenage daughters. So my child support ended also for her. So
7 I was down somewhere between 900 and a thousand dollars a
8 month. So my financial circumstances were at best difficult.

9 Q. And he said he would take whatever you could give him?

10 A. Yes.

11 Q. How much -- I think you said that you borrowed money from
12 your home equity line of credit?

13 A. Yes.

14 Q. You didn't have any extra money? You had to borrow the
15 money?

16 A. That's correct. It was a home equity line that I had a
17 couple thousand dollars still left on. I did that.

18 Q. Why did you borrow money to invest?

19 A. Because I believed him. Because -- instead of my
20 daughter's college, you know -- her little tiny savings account
21 getting her what she could afford of college, a tiny bit of
22 money here or there, I thought \$10,000 would almost get her
23 through college. She was going to a state university, and I
24 just -- you know, it's always been for me about how I can make
25 my kids' lives better. So I believed him. It's as simple as

1 that. I have no better excuse.

2 Q. He told you -- how much did you decide to invest
3 initially?

4 A. Initially \$2,000.

5 Q. How much did he say you were going to get back?

6 A. Ten thousand.

7 Q. How long was it going to take for you to get that back?

8 A. Thirty days.

9 Q. In 30 days you get five times your amount of money?

10 A. Yes.

11 Q. And he was going to use this money to fund his oil --

12 A. I am not sure what he was going to use the money for.

13 What he told me was that he had loans outstanding that when the
14 fund -- when the funding came in, it would help him in terms of
15 taxes, that he wouldn't have to pay as many taxes because he
16 would have loans outstanding.

17 Q. So there was -- he was going to benefit in some tax way by
18 you giving him this money?

19 A. That's what I understood.

20 Q. He told you that?

21 A. That's what he told me.

22 Q. And during his visits to the office with Ms. Bower,
23 besides this investment opportunity -- he said it was only for
24 a select few people?

25 A. That's correct.

1 Q. What did he tell you about that?

2 A. He told me not to tell Christie because he hadn't offered
3 the same thing to her. And he told me not -- he told me not to
4 tell her, and he told me it was just for a few people that
5 needed it the most, he thought the people that could use the
6 help.

7 Q. Just one moment. So you pulled out 2,000 of your home
8 equity line of credit?

9 A. Yes.

10 Q. What did you get in return?

11 A. I got nothing.

12 Q. Did you -- did he give you any documentation?

13 A. Oh, yes, I got a note, a promissory note.

14 Q. From --

15 A. RJH and Company, that's correct.

16 Q. What did that note say?

17 A. In essence that I would have a return in 30 days of
18 \$10,000 and that he -- that I could call in the note and have
19 the money returned to me if that weren't -- if that weren't
20 forthcoming. I don't remember the legal -- the legality of it,
21 the legal jargon on the note.

22 Q. Prior to the note becoming due in -- I think -- do you
23 remember the dates of these transactions? You said 2007. Do
24 you remember approximately --

25 A. September -- I believe the first money was given to him on

1 September 6th of 2007, and then the note was due on October 7th
2 or 10th of 2007.

3 Q. Prior to the note becoming due, did you -- did Mr. Harley
4 solicit more money from you?

5 A. He said that -- right before it was due, he said that
6 something -- it's seven years ago, so I don't remember the
7 details or the exact words he said -- but something magnificent
8 was going to happen, if I give him more money it would increase
9 -- obviously increase my then overall benefit, financial
10 benefit. So I gave him another \$500, and that -- I wrote a
11 check for \$500. It may have been additional cash that I gave
12 him --

13 Q. Where did you get the additional \$500 from?

14 A. My daughter's savings account.

15 Q. And how old was your daughter?

16 A. She was 16.

17 Q. And was she saving -- was she using that bank account to
18 save up for something?

19 A. For a car.

20 Q. So you pulled it out of that account based upon what Mr.
21 Harley -- this magnificent thing that was going to happen?

22 A. And I believed him.

23 Q. Right. And was he going to -- did he promise you a return
24 on that 500 similar to the 2,000?

25 A. Yes.

1 Q. And that was going to come in just a couple of days?

2 A. Yes.

3 Q. Because the note was due?

4 A. That's right.

5 Q. In that following week?

6 A. Yes.

7 Q. So the following week when the note became due, what
8 happened?

9 A. Nothing.

10 Q. Well, did you request --

11 A. I asked periodically over the next 26 months to have the
12 money returned. There were times though honestly that through
13 the course of the 26 months when I finally gave up that, you
14 know, there were -- this was going to happen, and it was going
15 to happen, and it was going to happen and, you know, the crime
16 certainly has been the -- the legal crime being charged here is
17 the fraud. The crime for me was that I was a struggling parent
18 and I had taken money from my daughter, and the hope that was
19 held out on a regular basis was the crime for me, you know.
20 Believing in him was the crime for me, and then having to tell
21 my daughter that she didn't have that \$500.

22 Q. In terms of believing him, did you ever have other
23 conversations with him where he appeared to be a very religious
24 person?

25 A. Richard could put -- Mr. Harley could quote scripture

1 quite eloquently, yes. Because he used to say things you and
2 Christie won't have to worry about anything, you'll have --
3 when this funds your life will be entirely changed. And what
4 is your response -- if you're a humble person, your response --
5 you say, oh, my God, thank you so much. And the response then
6 used to be then God is going to bless me, so I'm going to bless
7 others.

8 Q. Did he quote scripture to you during these conversations?

9 A. Yes, there were times when he quoted scripture.

10 Q. So after the note became due in October 2007, you said
11 there was a period of 26 months where you tried to get your
12 money back?

13 A. Yes, there were times when I tried to get it back. I
14 guess in the beginning for the first, you know, few months
15 probably, there were other things that he said that kept me
16 thinking it would happen, it would happen. So unfortunately,
17 the requests were made by e-mail and by telephone. I had a
18 crash of a computer. So I can't tell you when I began to ask
19 for the money back, but I did at some point begin to realize
20 that nothing good was going to come of it and I needed the
21 money desperately. Until December of 2009 I asked for it
22 regularly.

23 Q. These requests, were they made to him personally when he
24 came in the office, via telephone, via e-mail?

25 A. All those different ways.

1 Q. Did you ever threaten legal action?

2 A. The last e-mail I wrote was in 2009 -- December of 2009.
3 In that e-mail I had -- I know it was -- there were -- there
4 was no way to get through to him anymore. So I did -- I said
5 that I have no recourse but to seek legal action. And I knew
6 couldn't use Attorney Bower because there would be a conflict
7 of interest ethically. I couldn't use her. So I looked at the
8 cost of legal action and never pursued it because things were
9 very difficult at that time.

10 Q. You said he only presented this investment to select
11 people -- what he claimed. Do you know if he solicited
12 Attorney Bower for any of this --

13 A. No, he did not. In fact, he told me not to tell her.
14 When I finally did tell her what I had done, she told me that
15 she had not been asked.

16 Q. Did you ever get any money back from Mr. Harley?

17 A. I did. I got about \$1,500 back.

18 Q. And you had invested --

19 A. I invested 2,500 in checks and as far as I recall another
20 500 in cash. So my last e-mail asked for the balance of
21 \$1,500.

22 Q. I see. I am going to present the jury and the Court with
23 some documents now that I believe you said you previously
24 looked at, and I know you can't read them here without your
25 scanner. But I will read them to you with the Court's

1 permission and with counsel's permission and see if you can
2 identify these documents as the ones that you talked about here
3 earlier that were involved in this transaction. Do you
4 understand?

5 A. Yes.

6 MR. BRANDLER: That permissible?

7 THE COURT: Mr. O'Brien, are you familiar with these
8 documents?

9 MR. O'BRIEN: Yes.

10 THE COURT: Do you have any objection?

11 MR. O'BRIEN: No objection.

12 THE COURT: You may proceed.

13 MR. BRANDLER: Can we have 46.3?

14 BY MR. BRANDLER:

15 Q. For your benefit, Ms. Alexander, there's a monitor in
16 front of you. And the jurors all have these computer
17 documents. So they have the documents in front of them.

18 A. Okay.

19 Q. I will read it to see if this is the same document that
20 you referred to earlier. You referred to something called a
21 note that he gave you in connection with this transaction,
22 correct?

23 A. Yes.

24 Q. All right. I will read this document now. It says,
25 secured corporate promissory demand note. One, borrower's

1 promise to pay. This promissory note, the note is made this
2 10th day of September, 2007. In return for the loan of 2,000,
3 the satisfactory and full receipt of which is hereby
4 acknowledged by RJH and Company, Inc., whose corporate address
5 is P. O. Box 337, Shawnee on Delaware, Pennsylvania, 18356,
6 hereinafter referred to as the borrower promises to pay to Mary
7 Ann Alexander, an adult, residing at 805 Sioux Drive, East
8 Stroudsburg, Pennsylvania, 18302, or his or her assignee,
9 hereinafter collectively referred to as the lender, the
10 principal amount borrowed, the principal, in addition the fee
11 stipulated in Section 3 herein, the payment shall be payable
12 when due at the address set forth in section 2 of this note.
13 The borrower further warrants and represents that it will make
14 all payments due under this note on a timely basis and in the
15 form of electronic wire transfer of funds. The borrow further
16 stipulates that said note will be paid regardless by any means
17 unlawfully obtained through a lending institution. Two,
18 payments. The borrower will pay the principal due herein at or
19 before the end of the term of this loan, which date shall be on
20 or before October 10th, 2007, hereinafter referred to as the
21 maturity date. Payments shall be remitted via electronic wire
22 transfer to Mary Ann Alexander, 805 Sioux Drive, East
23 Stroudsburg, P.A. 18302 or at a different address if required
24 in a subsequent writing mailed to the borrower by the note
25 holder. Fee and loan premium. Repayment of principle and fee

1 total \$10,000. Four, borrower's right to prepay. The borrower
2 has the right to pay some or all of the said loan and fee at
3 any time before the maturity date. The borrower may make a
4 full payment or partial payment of all amounts due under this
5 note without incurring a prepayment charge. The note holder
6 must use any prepayments made before the maturity date to
7 reduce the amount of principal and fee owed by the borrower
8 under this note. Any initial prepayments made by the borrower
9 shall be applied first to fee and then to principal. Five,
10 borrower's failure to pay as required. A., default. If the
11 borrower does not pay the full amount due under the terms of
12 this note, the borrower will be in default. B., note waiver by
13 note holder. Even if the borrower was to be in default with
14 respect to its obligation under this note, if the note holder
15 does not require the borrower to pay the payment immediately in
16 full as described above, the note holder maintains the right to
17 do so if the borrower is in default at a later time. C.,
18 payment of note holder's costs and expenses. If the note
19 holder requires the borrower to pay immediately in full as
20 described above, the note holder will have the right to be paid
21 back by the borrower for all of his costs and expenses in
22 enforcing this note to the extent not prohibited by
23 Pennsylvania law and the laws of the United States.

24 Those expenses include but are not limited to, reasonable
25 attorney's fees, court costs, the amount of any discount

1 negotiated by the note holder in selling this note to any
2 subsequent holder in due course, et cetera. Six, giving of
3 notices. Any notice that must be given under this note will be
4 given by delivering it to -- by delivering it or by mailing it
5 by first class mail, return receipt requested and correctly
6 addressed to the party or parties at the property addresses set
7 forth above or at a different address if the borrower or the
8 lender so designates to the other party in writing. Seven,
9 waivers. The borrower hereby waives all rights of presentment
10 and notice of dishonor. Presentment means the right to require
11 the note holder to demand payment of amounts due.

12 Notice of dishonor means the right to require the note
13 holder to give notice to other persons that amounts due have
14 not been paid. Eight, choice of law. This promissory note
15 shall be construed according to the laws of the State of
16 Pennsylvania. Please note that facsimile or e-mailed copy of
17 the document is to be construed as the original. Witness the
18 hand and seal of the undersigned, RJH and Company, Inc. There
19 appears a signature line for Richard J. Harley, CEO, with no
20 signature. Now, was this document given to you after you gave
21 Mr. Harley money in connection with this transaction?

22 A. Yes.

23 Q. Was it a signed document when you received it?

24 A. The hard copy was a signed document. He provided this as
25 a courtesy to me so that I could read it through my technology.

1 Q. And did you maintain this signed version from 2007?

2 A. I do not have it any longer. I moved probably four times
3 since then, and I have since lost track of it.

4 Q. But this is the version that you received from Mr. Harley?

5 A. Oh, yes, it is.

6 Q. Now, Exhibit 46.2. There appears to be a check -- 46.1,
7 I'm sorry. There appears a check on the screen. It's on the
8 account of Mary Ann Alexander at 805 Sioux Drive, East
9 Stroudsburg, P.A., check number 2541 dated 9/6/07. It's paid
10 to the order of Jacqueline Kube. Who is Jacqueline Kube?

11 A. His wife.

12 Q. Why did you make the check payable to his wife?

13 A. That's what I was told to do.

14 Q. By the --

15 A. By Mr. Harley.

16 Q. And the amount of the check is for \$2,000, and it's signed
17 by you, Mary Ann Alexander. Is that your investment?

18 A. Yes.

19 Q. With Mr. Harley?

20 A. Yes, that is the initial investment.

21 Q. 46.2, there appears a check on your account again, Mary
22 Ann Alexander, 805 Sioux Drive, East Stroudsburg. It's dated
23 -- this one says 01/6/07?

24 A. I must have inverted the numbers, but that was given to
25 them in October. And sometimes when you are writing a check as

1 a visually impaired person, it's -- you have to remember every
2 single thing that you are writing, where you're writing it.
3 And it's not all that easy. So sometimes silly things like
4 that happen.

5 Q. And this is paid to the order of cash \$500, and it's
6 signed by you, Mary Ann Alexander. Does this represent the
7 \$500 that you gave him right at the end of the term of the
8 loan?

9 A. Yes.

10 Q. Can we have 46.4? This appears to be an e-mail, and it's
11 dated December 9th of 2009, 12:16 p.m. It says from, Christie
12 E. Bower to rjhco@verizon.net -- when you e-mail people, did
13 you use the computer and e-mail address of Ms. Bower?

14 A. If I e-mailed from work, then I had to because I didn't
15 have my own e-mail address set up there.

16 Q. I want to read the contents of this e-mail and ask if you
17 sent this e-mail to Mr. Harley. Dear Richard, as I have not
18 heard anything from you at all with all sincerity, I regret
19 that I will have to proceed with legal action to recover the
20 \$1,500 lent you 26 months ago. As, of course, you are aware,
21 Christie cannot ethically represent me, so I will find other
22 counsel. This is so heart breaking to me as most of all I
23 trusted your Christian values to guide you to doing what is
24 right.

25 I have found myself in situations which so often could

1 have been avoided should I have had access to these funds. I
2 know it is a small amount of money to you, but to me so often
3 it was a life altering difference. Should you wish to begin
4 making payments, you can do so by Friday of this week, and I
5 will joyfully forget the hurt that this has caused, most
6 sincerely, Mary Ann. Is that an e-mail you sent to Mr. Harley?

7 A. Yes.

8 Q. Did you get any response?

9 A. No.

10 Q. Did you ever -- I think you said that you threatened legal
11 action. Is that what you were referring to in this e-mail?

12 A. Yes.

13 Q. And you didn't do that?

14 A. I did not.

15 MR. BRANDLER: I have no further questions. I move
16 for the admission of 46.1, 2 and 3 and 4. There are two
17 additional documents. I'm sorry. These are not on the exhibit
18 list.

19 BY MR. BRANDLER:

20 Q. The next check, which I have marked as exhibit 46.5 is
21 dated December 21, 2007. It's on the account of RJH and
22 Company, Inc., P. O. Box 337, Shawnee on Delaware, P.A.
23 18356-0337. It's on a W. C. M. A. working capital management
24 account at Merrill Lynch paid to the order of Mary Ann
25 Alexander in the amount of \$900, and the signature is not -- I

1 am not able to discern the signature. But it says in the memo
2 section repayment of \$1,000 loan. Is that the check that you
3 received from Mr. Harley as partial payment for the money you
4 invested with him?

5 A. That was partial payment, but the amount that he said I
6 lent him was not correct. It was \$2,000 -- the first initial
7 amount was 2,000 and then 500. As those checks that you have
8 indicate --

9 Q. Plus you said it was about 500 in cash?

10 A. In cash. Even if you don't have the document to prove
11 that cash, then you have \$2,500 in checks so --

12 Q. Yes, I understand. There's another check which I have
13 marked as exhibit 46.6. It's on the same account, RJH and
14 Company, Inc. From the Merrill Lynch account, check number 630,
15 payable to Mary Ann Alexander in the amount of \$500. It has
16 nothing in the memo section, and the signature appears Richard
17 Harley, CEO. Is this also a partial payment that you got back
18 from Mr. Harley?

19 A. Yes.

20 MR. BRANDLER: I would also move the admission of
21 46.5 and 46.6.

22 THE COURT: Any objection to the exhibits that were
23 moved?

24 MR. O'BRIEN: No objection.

25 THE COURT: All exhibits moved at the conclusion of

1 this examination are admitted. Cross-examine.

2 CROSS EXAMINATION

3 BY MR. O'BRIEN:

4 Q. Ms. Alexander, I guess we're talking here about you made
5 -- on two have a separate occasions you loaned money to Mr.
6 Harley?

7 A. More like three, two checks and some cash.

8 Q. You don't know how much or when you did that?

9 A. I don't know when I did it, but it was \$500 in cash.

10 Q. \$500 in cash. Okay. And now the first loan of \$2,000,
11 did you do that voluntarily?

12 A. I was asked to -- yeah, I did it voluntarily. I was told
13 --

14 Q. You loaned him that --

15 MR. BRANDLER: I'm sorry. She was speaking when you
16 --

17 THE WITNESS: That was the basis of my giving him
18 money.

19 BY MR. O'BRIEN:

20 Q. And when you -- did you give him the money before you saw
21 the note?

22 A. I gave him the money -- no. I guess I did, yeah -- the
23 note came to my e-mail around the 10th because that's when it's
24 dated. But I was -- the terms of the note were described to me
25 verbally before -- before I gave him the money.

1 Q. You weren't forced to do this. You made a voluntary
2 decision?

3 A. Of course.

4 Q. Okay. And you knew that you were transferring money to
5 him because you put it in writing and gave him a check?

6 A. Yes, sir.

7 Q. And you knew from your own experience in life that when
8 you loan money, there's a risk involved?

9 A. No, that's never happened to me before. I trusted him.

10 Q. So you completely trusted him. You didn't think there was
11 any risk involved?

12 A. Absolutely not. I completely trusted him.

13 Q. Now, the second loan was the \$500. That was your
14 daughter's money?

15 A. Yes.

16 Q. When you were on direct examination you said -- I just
17 want to make clear you said -- you talked about the crime for
18 me. Do you remember using those terms?

19 A. Yes.

20 Q. And did you say the crime for me was believing Mr. Harley
21 and taking my daughter's money without permission.

22 A. No, I didn't say that. I said trusting him was the crime
23 for me, the hope that he held out over and over that life would
24 get better because of the terms of that note and the extra
25 additional hope of life will get better for you because I will

1 have billions of dollars and you and Christie will benefit, and
2 the hope that he held out that life would get better as a
3 single parent raising two teenage daughters. That is a pretty
4 powerful thing, sir.

5 Q. You trusted --

6 A. I trusted him implicitly.

7 Q. Just like your daughter trusted you?

8 A. She trusted me. It was a shameful thing I did.

9 MR. O'BRIEN: That's all I have.

10 THE COURT: Any further examination?

11 MR. BRANDLER: No. I think it will be a good time
12 for a break?

13 THE COURT: It will be, yeah. Members of the jury,
14 we will take a 15-minute recess. Come back at 25 after.
15 Remember not to discuss this case among yourselves or with
16 anyone else. Should anyone try to talk to you about, bring it
17 to my attention immediately. We will see you 25 after -- I
18 will give you 15 minutes. And we will see you then.

19 (A brief recess was taken.)

20 MR. BRANLDER: Peter Blau.

21 PETER BLAU, called as a witness, being duly sworn,
22 testified as follows:

23 DIRECT EXAMINATION

24 BY MR. BRANDLER:

25 Q. Mr. Blau, good morning. How old are you, sir?

1 A. Seventy-seven.

2 Q. And where do you currently live?

3 A. Los Angeles, California.

4 Q. And are you currently employed?

5 A. Self-employed.

6 Q. And what type of business are you self-employed?

7 A. I act as an agent for buyers and sellers of commodities.

8 Q. Can you go into more detail about what that means?

9 A. I work with buyers and sellers of precious metals and -- I
10 work with buyers and sellers of precious metals, and I
11 formulate with them precious metal transactions and act as
12 their agents. And I am licensed by the State of California.

13 Q. Licensed in what field?

14 A. I am licensed as a lender and as a broker. I also have a
15 small business where I have one client. I provide them with
16 accounts receivable financing.

17 Q. And these clients that you have, the buyers and sellers
18 you put together in transactions?

19 A. Correct.

20 Q. Do you -- how did you find these clients?

21 A. Mainly referrals. I've been doing it for many years, and
22 I have referral sources.

23 Q. How long have you been doing this type of work?

24 A. About 22 years.

25 Q. Prior to doing that, were you involved in any other type

1 of businesses?

2 A. Yes.

3 Q. What kind of businesses?

4 A. I was a principal in a commercial collection agency, and I
5 was a consultant for firms in regards to tax matters.

6 Q. What's your educational background?

7 A. I have a Bachelor of Science degree from the University of
8 Oregon and one and a half years of law school.

9 Q. When did you get your degree from the University of
10 Oregon?

11 A. 1959.

12 Q. Is there a name of the business you're currently in?

13 A. Yes.

14 Q. What is it?

15 A. California Money.

16 Q. And these commodities that you put the buyers and sellers
17 together on, what type of commodities are we talking?

18 A. Diamonds, gold, fuel.

19 Q. And do you get a commission if there's a deal that's put
20 together?

21 A. Yes.

22 Q. Have you ever closed a deal in the last 20 years?

23 A. Closed one.

24 Q. And when was that approximately?

25 A. I would say about 13 years ago.

1 Q. Do you remember what your commission was on that deal?

2 A. Several thousand dollars.

3 Q. So other than that one deal over the last 20 years, you
4 haven't gotten any income as a result of this business?

5 A. No.

6 Q. Did you ever have any dealings with Mr. Harley, the
7 defendant in this case around 2009?

8 A. Yes.

9 Q. And how did you come in contact with Mr. Harley?

10 A. I was referred to him by an associate of mine.

11 Q. What's your associate's name?

12 A. Jerry Palma.

13 Q. P-a-l-m-e-r?

14 A. P-a-l-m-a.

15 Q. How did you know Mr. Palma?

16 A. I met him. He lives in Los Angeles. I met him before,
17 and I known him for several years previously.

18 Q. Was he a business associate or a personal friend?

19 A. Business associate.

20 Q. And you didn't know Mr. Harley prior to Mr. Palma
21 introducing him to you?

22 A. No.

23 Q. Did you ever meet Mr. Harley prior to today?

24 A. No.

25 Q. So your dealings with Mr. Harley were -- how were they

1 conducted?

2 A. Over the telephone and by e-mail.

3 Q. And you live in California, correct?

4 A. Yes.

5 Q. You lived there the entire time that you had your dealings
6 with Mr. Harley?

7 A. Yes.

8 Q. What did Mr. -- why did Mr. Palma refer you to Mr. Harley?

9 A. Because he said Mr. Harley was involved in financial
10 matters.

11 Q. And you were interested in -- why were you interested in
12 getting in touch with Mr. Harley?

13 A. Because he made me an opportunity.

14 Q. Through your business of matching buyers and sellers?

15 A. Correct.

16 Q. Did you get in touch with Mr. Harley, or did he get in
17 touch with you, or do you remember?

18 A. I don't remember.

19 Q. At some point in 2009, you did get in touch with him?

20 A. Yes.

21 Q. And did Mr. Harley explain to you what type of businesses
22 he was involved in?

23 A. No.

24 Q. Did he say what companies he owned?

25 A. Later he said he had certain -- initially, no. Later he

1 told me about some of the other financial interests that he
2 had.

3 Q. Tell us about what he told you.

4 A. Initially or later?

5 Q. Both.

6 A. Initially he said he represented a group of Indonesian
7 wealthy people and they had Federal Reserve notes and that
8 these people could not come to the United States and didn't
9 speak English and engaged him, that he had power of attorney to
10 handle these Federal Reserve notes and came to me to assist him
11 in selling the notes.

12 Q. So he said he represented these Indonesians, they didn't
13 speak English, they gave him power of attorney. Did he say how
14 much the notes were worth?

15 A. I think they were worth about a huge amount of money, like
16 \$40 billion.

17 Q. He wanted you to do what to him in relation to these --
18 this \$40 billion?

19 A. To see if I can bring him buyers who would purchase the
20 notes.

21 Q. You would receive a commission if you could match up the
22 buyer and the seller?

23 A. Correct.

24 Q. So he would be the seller in this transaction, and you
25 would find the buyer?

1 A. Correct.

2 Q. Did Mr. Harley tell you why he couldn't just find buyers
3 by himself, why would he need you to do that for him?

4 A. He didn't tell me. But the experience I have, I deal with
5 people who may have an interest in purchasing those notes.

6 Q. And I kind of cut you off. You said initially he talked
7 about these Federal Reserve notes as far as some of his
8 business interests. Did he tell you anything else?

9 A. Later in our relationship he said that he owned oil and
10 gas reserves worth huge amounts of money and that he had other
11 substantial assets he wanted to dispose of using my services.

12 Q. And dispose of in which way, the same way with the notes
13 you would find the buyer?

14 A. Correct, or one time -- providing him with loans on these
15 assets.

16 Q. Just elaborate a little bit more about what you mean by
17 monetizing the assets.

18 A. If you have an asset that has a great value like a note --
19 the note is not yet due -- and don't want to sell the note
20 because you want to maintain for its interest, then there are
21 firms that will provide loans on that asset.

22 Q. And what was going to be your role in terms of these
23 transactions? Were you going to find people to give him loans
24 based on the oil and gas reserves?

25 A. Yes.

1 Q. Did he say where these oil and gas reserves were located?

2 A. In the United States.

3 Q. Did he say where in the United States?

4 A. No.

5 Q. And you said it was worth a huge amount of money according
6 to Mr. Harley?

7 A. He never gave me any numbers for the oil and gas reserves,
8 but he said they were very valuable.

9 Q. Did he tell you how he came to be so lucky to get
10 possession and control over these oil reserves?

11 A. No.

12 Q. Did you ever ask him?

13 A. No.

14 Q. Did you ever do any independent verification to talk to
15 anyone to verify that he really owned any oil or \$40 billion of
16 Federal Reserve notes?

17 A. I have no means of verifying. I am in the business
18 wherein I have to trust people and hope that they are telling
19 me the truth.

20 Q. So I guess the answer is, no, you didn't do any
21 independent verification?

22 A. No.

23 Q. You took him at his word?

24 A. Yes.

25 Q. Was there an individual involved in any of these

1 transactions by the name of Larry Card?

2 A. Yes.

3 Q. What was Larry Card's involvement?

4 A. I brought Larry Card to the defendant, and I believe he
5 had interest in the Federal Reserve notes because he was
6 involved with firms that could either monetize those notes or
7 purchase them.

8 Q. Who is Larry Card?

9 A. Larry Card was an associate of mine that I dealt with.

10 Q. A business associate?

11 A. Yes.

12 Q. Someone you met over the internet?

13 A. No.

14 Q. Does he live in Los Angeles?

15 A. I have not dealt with Larry Card for many years. I reread
16 my notes before I came to the city, and in my notes it didn't
17 say where he lived.

18 Q. Have you ever met Larry Card?

19 A. No.

20 Q. Always been over the phone or the internet?

21 A. Yeah, my business is mainly done on the telephone and
22 internet. I meet very few people.

23 Q. Similar to Mr. Harley, this situation?

24 A. Correct.

25 Q. So you thought -- you brought Larry Card into this

1 situation as a potential buyer for Mr. Harley's notes?

2 A. He was not a buyer. He was merely another broker who
3 would represent more buyers.

4 Q. To find the potential buyer for the notes?

5 A. Correct.

6 Q. Did Mr. Card ever ask Mr. Harley for any proof of
7 ownership of the notes or the assets that he said he had
8 controlled?

9 A. Yes.

10 Q. And did Mr. Harley provide you and Mr. Card with any
11 documentation?

12 A. In my notes that I read -- this is in 2009.

13 MR. O'BRIEN: Objection reading from notes, Your
14 Honor.

15 MR. BRANDLER: He's not reading from notes. He's
16 talking prior to coming here he read notes.

17 THE COURT: That's what he said. Proceed.

18 THE WITNESS: The notes -- in the notes I read before
19 I came here, it mentioned in 2009 Larry Card's name, and it
20 listed the questions he asked. And my notes did not state that
21 Mr. Harley answered those questions. But what my notes did
22 state after those questions were asked there was never anymore
23 contact between Mr. Card and the defendant.

24 MR. O'BRIEN: I renew my objection. Clearly he
25 wasn't testifying from his own recollection. He was testifying

1 from a note he read.

2 THE COURT: Were they your notes?

3 THE WITNESS: Yes, they were my notes.

4 MR. O'BRIEN: The witness has to testify from his own
5 recollection, can't testify from a note whether it's his or
6 someone else's.

7 THE COURT: He testified it was from his recollection
8 of the notes. I don't know if there's a better refreshing of
9 recollection than that. So I will allow it.

10 MR. O'BRIEN: Okay.

11 THE COURT: He doesn't have the notes with him.

12 BY MR. BRANDLER:

13 Q. Did Mr. Harley send you some documents via e-mail
14 regarding the notes that he claimed he owned?

15 A. Yes.

16 Q. And what type of documents did he send you?

17 A. They were official looking documents with seals, had
18 people's signatures on it. I believed that they were official
19 -- that came from a government agency like the Federal Reserve,
20 and I believe some of the correspondence had the name of Mr.
21 Bernanke.

22 Q. You said there were official looking documents. Were you
23 familiar with those documents? Have you ever seen anything
24 like that before?

25 A. No.

1 Q. Did you believe they were valid?

2 A. Yes.

3 Q. Did Mr. Harley tell you they were valid?

4 A. Yes.

5 Q. That's why he sent them to you, correct?

6 A. Yes.

7 Q. Did Mr. Harley ever ask you for money?

8 A. Yes.

9 Q. Tell us about that.

10 A. He said that he had a business proposal for me, that if I
11 give him \$5,000 he would then provide me with documents
12 confirming that I would receive a million dollars from the
13 transactions that he was involved in with third parties.

14 Q. And how -- for your \$5,000, you were going to get a
15 million dollars in return?

16 A. Correct.

17 Q. And how long was it going to take for you to get the
18 million? How long was the term of the note?

19 A. I don't remember.

20 Q. We will look at it later. Did you give him the \$5,000?

21 A. Yes.

22 Q. And how did you transfer the money to him?

23 A. I went to my bank and sent a wire to his bank.

24 Q. From California to Pennsylvania?

25 A. Correct.

1 Q. Did he tell you why he needed \$5,000 if he had \$40 billion
2 in the reserve -- Federal Reserve Bank and billions of oil in
3 the United States? Why would he need 5,000 from you?

4 A. Best of my memory he needed \$5,000 to trigger this
5 transaction.

6 Q. To trigger which transaction?

7 A. The Federal Reserve notes.

8 Q. Did he explain how your \$5,000 would somehow trigger that
9 transaction?

10 A. As I remember it, he said he needed \$5,000 in order to pay
11 a certain expense in order to be able to have these notes free
12 and clear of any encumbrances.

13 Q. And in exchange for your \$5,000, did you get any documents
14 from Mr. Harley documenting this investment?

15 A. Yes.

16 Q. And what did you get from him?

17 A. I believe I received a document stating that I would
18 receive a million dollars for the 5,000 dollars that I sent
19 you.

20 Q. When he got -- when Mr. Harley got his money, what did he
21 say he was going to use his money for? Did he ever promise you
22 to make investments with you?

23 A. I have to think about that for a moment. To the best of
24 my knowledge -- this is going back to 2009, 2010. The only --
25 the only investment that he would make with me where I was

1 acting as an agent for third parties who would be able to help
2 him with assets that he owned or controlled.

3 Q. Did he ever talk about his own financial position in terms
4 of -- besides the assets that he said he owned and controlled,
5 did he ever tell you anything about his financial situation?

6 A. Later -- years later he came to me and wanted more money.
7 He told me that he risked losing his home, he was having
8 financial problems and he was going to fight.

9 Q. How much money did he ask for?

10 A. I don't know the exact amounts that he asked for, but I do
11 remember that I sent him several payments of smaller dollars
12 than he asked for.

13 Q. Approximately how much did you send him?

14 A. All together I sent him \$8,000.

15 Q. In addition to the 5,000?

16 A. No, including the 5,000.

17 Q. Including the five. And would that have been not just in
18 one lump sum of \$3,000 extra, just incrementally you would send
19 him more money?

20 A. Correct.

21 Q. Would that be as a result of repeated contacts by Mr.
22 Harley?

23 A. Yes, he repeatedly called me and asked for money.

24 Q. And it was because he was destitute and losing his home?

25 A. I trusted him. I knew him for many years. I felt it was

1 an honorable man. So I loaned him in smaller increments money
2 over a period of time.

3 Q. Did he ever discuss with you during this period of time
4 access to the international monetary fund and trading
5 platforms?

6 A. Yes.

7 Q. What did he say?

8 A. He simply said that he had -- he had a great number of
9 assets -- he wanted to monetize these assets and put them into
10 a trading program and that some of these assets he dealt with
11 the international monetary fund.

12 Q. Now, when the note came due, the initial note when you
13 gave him the 5,000 and you were supposed to get a million, did
14 you ask him for your million dollars?

15 A. Yes.

16 Q. And what did he say?

17 A. He didn't have the money.

18 Q. And what did you do in response to that?

19 A. As I recall, he said he would have the money at another
20 time due to certain setbacks in business, and as I recall I
21 trusted him and I was patient.

22 Q. And did you send him more money after that?

23 A. Yes.

24 Q. When did you stop having contact with Mr. Harley?

25 A. I stopped having contact with him when I realized he was

1 repeatedly asking for money in our conversations over the -- it
2 was turning into money, money, money. And I just simply said,
3 I don't have any more money, I have obligations, I can't send
4 you any more money.

5 Q. All right. Do you know approximately what year that would
6 have been?

7 A. I believe that was in 2012 or 2013.

8 Q. I'm going to show you some documents that are going to be
9 on that screen in front of you, that computer monitor. I ask
10 if you can identify them, 37.3. Do you see that?

11 A. Yes.

12 Q. And do you recognize it?

13 A. Yes.

14 Q. What is it?

15 A. It's a -- it was part of an e-mail dated November 18th,
16 2009, and it states that --

17 Q. Don't tell us yet. I will have you read it. But this is
18 part of an e-mail that Mr. Harley sent you in connection with
19 these transactions?

20 A. Yes.

21 Q. And the date on the document is what?

22 A. November 18th, 2009.

23 Q. And the re says what?

24 A. Federal Reserve instruments.

25 Q. And it says, Dear Peter. I would like you to read what it

1 says.

2 A. It was a pleasure speaking with you today. And in
3 furtherance of our telephone conversation, we are pleased to
4 confirm that RJH and Company, Inc., has full and unrestricted
5 limited power of attorney, authorization and bond power over
6 valuable bank instruments from \$1 billion USD plus for the
7 utilization in credit enhancements, private placement programs,
8 high yield investment or trading programs. These bank
9 instruments consist of safe keeping receipts, reserve funds
10 letter and confidential memos with screening procedures.

11 All of these debt/credit securities are issued and
12 confirmed by the Federal Reserve Bank in New York City, New
13 York, and authenticity must be confirmed by grey screen only to
14 any responsible inquiring bank. Please call if you have any
15 further questions regarding the above. Kindest regards,
16 Richard Harley.

17 Q. And if we go to -- well, before we get there, this is what
18 he was asking to you to try and sell for him, these federal --
19 valuable bank instruments of a billion dollars, someone to buy
20 for him?

21 A. Correct.

22 Q. Did he ever send you the documents that are referenced in
23 the e-mail here, these safe keeping receipts, reserve funds,
24 letters, confidential memos, grey screens?

25 A. He did send me certain documents that were relative to

1 this e-mail, yes.

2 Q. And you said you didn't verify the legitimacy of any of
3 that, you believed they were true, correct?

4 A. Correct.

5 Q. I want to show you an exhibit, 37.4. Enlarge the top
6 portion. It's titled questions from Larry Card, and it's dated
7 Tuesday, November 24th of 2009, which is about six days after
8 the prior e-mail that we just read. Could you -- do you
9 recognize this document?

10 A. Yes.

11 Q. What is it?

12 A. Larry Card is an associate. He is also a broker. And he
13 had relationships with firms that could utilize the bank
14 instruments from the defendant, and I sent Larry Card the
15 e-mails I received from the defendant, and arranged, I believe,
16 a conference call between Larry Card and the defendant. And
17 then Larry Card worked with the defendant in doing due
18 diligence and going forward.

19 Q. All right. If we scroll down and -- on this document --
20 and is this the e-mail that -- well, before we get to that, I
21 want to make sure your e-mail address -- scroll up. It says
22 it's from califmo260@aol.com. Is that your e-mail address?

23 A. Yes.

24 Q. It was from rjhco@verizon.net, which you were using to
25 contact Mr. Harley?

1 A. Yes.

2 Q. What does the message say?

3 A. Dear Richard, I am enclosing a request from Larry Card.
4 Kindly advise if you have any questions. Respectfully, my name
5 and my coordinates.

6 Q. If we can scroll down. Just read what the requests were
7 from Larry Card?

8 A. Thanks for -- No. 1, proof of ownership --

9 Q. No, you can say, thanks for all your e-mails.

10 A. Thanks for all your e-mails. The documents requested by
11 Larry Card are as follows: No. 1, proof of ownership of the
12 FRNs.

13 Q. What are FRNs?

14 A. Federal Reserve notes.

15 Q. Okay. Continue.

16 A. 2, where are they held in safekeeping, brokerage firm,
17 what country. No. 3, the face amount of the notes. 4,
18 passport copy of owner. 5, brief letter of intent on the
19 client's full letterhead.

20 Q. Go to the next page. Go to the next e-mail, 37.5. This
21 appears to be an e-mail from California Money to rjhco3.com on
22 June 2nd, 2011 at 11:55 a.m. Do you recognize this e-mail?

23 A. Yes.

24 Q. Did you send it to Mr. Harley?

25 A. Yes.

1 Q. And could you read it, please?

2 A. Dear Richard, you have sent an excellent explanatory
3 letter to the Federal Reserve Board wherein you have requested
4 a response in 72 hours, which will be Friday, June 3, 2011. If
5 you do not have a response, let's discuss this matter on
6 Monday, regards, my name and my coordinates.

7 Q. What were you referring to about this explanatory letter
8 that Mr. Harley sent to the Federal Reserve Board?

9 A. Mr. Harley stated that he had contacted the Federal
10 Reserve and wanted to speak to Mr. -- the head of the Federal
11 Reserve, Mr. Bernanke, and that they wouldn't let him speak
12 with him and that they were blocking his ability to sell the
13 Federal Reserve notes.

14 Q. And did he ever tell you that the people at the Federal
15 Reserve told him that these notes he had were bogus?

16 A. No.

17 Q. And then below that, it says there's a message that
18 preceded your e-mail on June 1st, 2011. And it's from Mr.
19 Harley to you. Can you just read that?

20 A. Peter, it was good speaking with you. As promised,
21 attached is a copy of the demand letter sent to Mr. Bernanke,
22 kindest regards, R. Harley, CEO, RJH and Company and his
23 coordinates.

24 Q. Can we have 37.6? This appears to be an e-mail on Tuesday
25 October 25, 2011 at 1:54 from Mr. Harley to you with certain

1 attachments. Was this an e-mail that was sent to you by Mr.
2 Harley?

3 A. Yes.

4 Q. Could you just read it?

5 A. Peter, we thank you for your kind consideration in this
6 matter. As promised please see the attached documents,
7 corporate note, wiring instruction, kindest regards, R. Harley
8 and his coordinates.

9 Q. Okay. And the corporate note that is being referred to
10 here is what?

11 A. Is the corporate note that he had for the FRNs.

12 Q. Is it the -- wiring instructions is that where you send
13 your money for your investment?

14 A. I believe -- let's see.

15 Q. I will make it easier on you. Let's go to -- let's skip
16 this for a second. Can we go to 37.1? Do you recognize that
17 document?

18 A. Yes.

19 Q. What is it?

20 A. It's a promissory note from the defendant to pay me a
21 return for the \$5,000 loan.

22 Q. So the title of this document is secured corporate
23 promissory note, correct?

24 A. Yes.

25 Q. And it relates to your investment with Mr. Harley where

1 you were going to get a million dollars?

2 A. Yes.

3 Q. All right. Going back to the prior document, 37.6, this
4 e-mail is also dated October 25th of 2011, the same date on the
5 note.

6 A. Correct. Thank you for -- now I remember, yes, that's the
7 corporate note. That's the wire instructions for sending him
8 the \$5,000. He sent me the corporate note before I sent the
9 funds.

10 Q. So now let's go to 37.1 and the first paragraph of the
11 terms of this transaction.

12 A. Yes.

13 Q. And what was the date of the promissory note as reflected
14 in paragraph one?

15 A. October 25th, 2011.

16 Q. And the amount of the loan?

17 A. \$5,000.

18 Q. And it was received which was acknowledged by RJH and
19 Company and gives the address, correct?

20 A. Yes.

21 Q. And it has your address in Marina Del Rey, California?

22 A. Yes.

23 Q. And going to paragraph two as far as payments, can you
24 just read that section out loud?

25 A. The borrower will pay the principal due herein at or

1 before the end of the term of this loan, which date shall be on
2 or about 120 days from the date hereinafter referred to as the
3 maturity date. Payments shall be remitted to Peter Blau, 310
4 Tahiti Way, Unit 207, Marina Del Rey, California, 90292 or at a
5 different address if required in a subsequent writing mailed to
6 the borrower by the note holder.

7 Q. So I asked you earlier what the term of the note was.
8 Does this refresh your recollection that it was 120 days?

9 A. Yes, it does.

10 Q. Which was about four months roughly. So the \$5,000 was
11 going to turn -- well, paragraph three says what your return is
12 going to be. How much does it say you are going to get after
13 four months?

14 A. \$1 million.

15 Q. Going to the last page of this document, is there a
16 signature?

17 A. Yes, there's a signature -- there's a seal and a signature
18 Richard Harley written out, and below it says Richard J.
19 Harley, president and CEO which has been typed.

20 Q. So October 25th of 2011, you gave him the 5,000. Four
21 months after that would be February of 2012 I guess the note
22 would be due.

23 A. Yes.

24 Q. You get your million dollars. And did you get your
25 million dollars in February?

1 A. No, because Mr. Harley said that he was having a problem
2 with the Federal Reserve that they would not deal with him and
3 would not honor the notes that he had and that he was going to
4 take legal action.

5 Q. Did you ever do anything in terms of legal action to
6 collect on your debt?

7 A. No.

8 Q. Did you believe Mr. Harley was taking some type of legal
9 action against the Federal Reserve to get his money?

10 A. To the best of my memory he sent me some documents that he
11 planned to take legal action.

12 Q. Can we go to 37.9? Do you recognize this document?

13 A. Yes.

14 Q. What is it?

15 A. It's the wiring instructions that I received from Mr.
16 Harley, and then my notes are on the -- are on the -- this
17 sheet of paper.

18 Q. That's your handwriting?

19 A. Yes.

20 Q. But the typed information was the wiring instructions
21 referred to in the e-mail?

22 A. Correct.

23 Q. And where does it indicate that the wired money should go?

24 A. It should go to Jacqueline Harley, Post Office Box 306,
25 Shawnee on Delaware, 18356.

1 Q. You don't need to read the rest. It has got the bank
2 routing number and account number and a bank name of Penn
3 Security, correct?

4 A. Yes.

5 Q. The bank is in East Stroudsburg, Pennsylvania?

6 A. Correct.

7 Q. The handwritten portion below that, what do your
8 handwritten notations indicate?

9 A. It gives me the home phone number of Mr. Harley, his cell
10 phone number, the \$5,000, the amount that's taken out of my
11 account number and the date 10/25/11 that the -- I sent 5,000
12 by wire and the wire cost \$30 from the bank.

13 Q. 37.8. Do you recognize this document?

14 A. Yes.

15 Q. What is it?

16 A. It's from Chase Bank, the information that I sent the wire
17 for \$5,000.

18 Q. Is that your bank?

19 A. Yes.

20 Q. And is this the confirmation of the wire transfer from
21 your bank?

22 A. Yes.

23 Q. So under requester name, it has your name and below that,
24 the account was Peter Blau doing business as California Money.
25 Was that the name of the account from your wired funds came

1 from?

2 A. Yes.

3 Q. The second box below that if we scroll down where it says
4 wire transfer information, the request date of the wire
5 transfer is what?

6 A. 10/25/2011.

7 Q. And going all the way to the right where it says wire
8 amount.

9 A. \$5,000.

10 Q. Then you mention the wire fee of \$30 is right below that.

11 A. Yes.

12 Q. So there was 5,030 that was deducted out of your account?

13 A. Yes.

14 Q. And below that it has the beneficiary account where the
15 money ended up. It shows Jacqueline Harley with an account
16 number, correct?

17 A. Yes.

18 Q. And the beneficiary bank is below that is Penn Security
19 Bank pursuant to the wiring instructions, correct?

20 A. Yes.

21 Q. And then on the second page of this document, the bottom
22 there is a confirmation that the wire went through?

23 A. Yes.

24 Q. The wire did go through, the money was deducted from your
25 account?

1 A. Yes.

2 Q. And can we have 37.2? I will show you what's marked as
3 37.2, which is on the bank account of Jacqueline Harley at Penn
4 Security Bank. I understand this is not your account, but we
5 have an agreement by counsel that I can show this to you for
6 the purpose of this presentation. It indicates that on October
7 25th of 2011 the \$5,000 did go into Jacqueline Harley's
8 account, which made the balance \$5,001.36. Do you see that?

9 A. Yes.

10 Q. And then I want to show you 37.7. Is this another wire
11 transfer request from you to Mr. Harley for additional funds?

12 A. Yes.

13 Q. And the date on this one is March 15th of 2012 at 3:30,
14 correct?

15 A. Yes.

16 Q. Now, the original note, the million dollars, would have
17 been due February 25th of 2012. So this is now about a month
18 -- almost a month later after that note was due. You sent this
19 additional \$800, correct?

20 A. Yes.

21 Q. What was the reason you sent him this \$800?

22 A. He said he was planning on suing Bernanke and the Federal
23 Reserve and he needed to have more money for his litigation and
24 his needs.

25 Q. So you believed that, and you sent him the money?

1 A. Yes.

2 Q. And this wire transfer is signed by you at the bottom of
3 the page?

4 A. Yes.

5 Q. That's your signature?

6 A. Yes.

7 Q. And it's for \$800 to the same account at Penn Security
8 that the -- the Jacqueline Harley account?

9 A. Yes.

10 Q. That was pursuant to Mr. Harley's instructions, correct?

11 A. Yes.

12 Q. If we go to the third page of this document, those are the
13 wiring instructions that you received where to send the \$800?

14 A. Yes.

15 MR. BRANDLER: Your Honor, I have no further
16 questions. I will move the admission of the previously
17 referenced exhibits. I believe it was 37.3 -- 37.1, 2, 3, 4,
18 5, 6, 7, 8 and 9.

19 THE COURT: Mr. O'Brien?

20 MR. O'BRIEN: Do you want me to do cross before
21 lunch?

22 THE COURT: Any objection?

23 MR. O'BRIEN: No.

24 THE COURT: They'll be admitted. Cross-examine.

25 CROSS EXAMINATION

1 BY MR. O'BRIEN:

2 Q. Now, Mr. Blau, just a couple of things. No. 1, my
3 understanding is correct that your initial involvement with Mr.
4 Harley is you were working with him, you were attempting to get
5 other businessmen interested in what he had and put them -- the
6 two of them together?

7 A. I was trying to bring some of my associates to Mr. Harley
8 who could provide him with the services that he needed.

9 Q. Sounds good. And how long did that -- how long -- when
10 did that begin? When did your relationship with Mr. Harley
11 attempting to bring associates to him, when did that begin?

12 A. I believe it was 2009 when I first met Mr. Harley, and
13 when I brought my associates it may have been 2009 or 2010.

14 Q. So that relationship, 2009, 2010 -- and 2011 is when you
15 sent him the check?

16 A. Yes.

17 Q. Okay, now, the -- put 37.1 up, please. My recollection
18 from your direct examination was that you said that Mr. Harley
19 said to you that -- there was some type of -- he was waiting
20 for something to happen with somebody else -- some arrangement
21 with a third party -- you used the word a third party -- that
22 had to occur before you get your million dollars?

23 A. Mr. Harley said that the Federal Reserve would not
24 acknowledge his obligation and that he would have to file a
25 lawsuit against Ben Bernanke.

1 Q. I am talking when you signed the note. Did he tell you --
2 you used the term third party. Who were you referring to when
3 you said to you that this million dollars -- you're going to
4 get this million dollars but it's dependant on the arrangement
5 I have with a third party. You used the word arrangement and
6 third party.

7 MR. BRANDLER: I object to the question. I don't
8 believe that was the term Mr. Blau used.

9 THE COURT: I don't know offhand. So you can ask.

10 THE WITNESS: What I did was on the Federal Reserve
11 notes, I referred him to Mr. Larry card. And Larry Card was
12 working with him, and then that was unsuccessful. And then the
13 defendant said he was going to deal directly with Bernanke. So
14 I think the third party is Mr. Larry Card.

15 BY MR. O'BRIEN:

16 Q. Well, Larry Card is someone you brought to him. You said
17 that he was dealing with a third party and there was some
18 arrangement with a third party that was somehow contingency on
19 you getting paid back?

20 A. No. If I said that, that was a mistake. There was no
21 contingency with a third party. There was only the people --
22 only Larry Card who I brought with him and what he told me in
23 subsequent conversations.

24 Q. Was Larry Card -- was this million dollars, was that
25 dependant on Larry Card and Mr. Harley reaching some

1 arrangement?

2 A. No.

3 Q. So you're telling us that you loaned him \$5,000 and that
4 the idea was that in four months without any contingencies you
5 were going to get a million dollars?

6 A. He told me that he could -- he could -- he had these
7 assets from the people in Indonesia and he had power of
8 attorney and with that power of attorney he could bring them to
9 fruition and that the \$5,000 was -- he needed it in order to
10 fulfill that transaction and that he would pay me within four
11 months because he said that he would be able to receive the
12 funding right away.

13 Q. So you knew that something had to happen between the loan
14 and the four months before you get the money back?

15 A. I trusted his word.

16 Q. But you knew something had to happen?

17 A. As to what he told me.

18 Q. You knew something had to happen?

19 A. Of course.

20 Q. That was the third party arrangement you talked about, you
21 loaned him \$5,000, he will pay you a million in four months --
22 that's a pretty good deal -- but something had to happen, he
23 had to work something out with some other third parties?

24 A. There was nothing specific said about a third party. All
25 I took him was at his word.

1 Q. But you knew something had to happen before that million
2 dollars --

3 A. I knew something had to happen because he said he needed
4 the money for four months before he can pay me back.

5 Q. You've been a businessman, a very sophisticated
6 businessman for a long time?

7 A. Correct.

8 Q. You know that people plan business arrangements and they
9 plan deals and sometimes they don't happen?

10 A. There's a difference. He's the one of the few people I
11 loaned money to because I trusted him. He was very facile in
12 his conversations. He was very trusting. We started off in
13 the year 2009 and he didn't ask for money until much a later
14 time period. So because I trusted him, I didn't use my best
15 judgment.

16 Q. You know -- you know that a lot times -- you're involved
17 in the business of putting agents and brokers and people
18 together. You know a lot of times when someone has a proposed
19 business arrangement it's dependant on something happening,
20 whatever that is, and a lot of times it doesn't happen and the
21 deals don't occur, do they?

22 A. True.

23 Q. Okay. In fact, I think you said on direct -- you probably
24 have a lot of knowledge about this because you said you've
25 spent 22 years trying to put together and you've only done one

1 in 22 years?

2 A. Correct.

3 Q. Because a lot of them don't happen?

4 A. Most of them.

5 Q. That's what didn't happen here?

6 A. That's why I misused my judgment.

7 MR. O'BRIEN: No further questions, Your Honor.

8 MR. BRANDLER: Nothing further.

9 THE COURT: You may step down. Do you want to start
10 another witness? Why don't we go for 15 minutes?

11 MR. BRANDLER: Fine. Kathleen Kelly.

12 KATHLEEN KELLY, called as a witness, being duly
13 sworn, testified as follows:

14 DIRECT EXAMINATION

15 BY MR. BRANDLER:

16 Q. Ms. Kelly, where do you currently reside?

17 A. Currently I am in -- I'm sorry -- Port St. Luci, Florida.

18 Q. Do you want a glass of water? Are you all right?

19 A. Yeah, I'm okay.

20 Q. A little bit nervous?

21 A. Yes.

22 Q. Have you ever testified in court before?

23 A. No.

24 Q. Okay. Take it very slowly here. You live in Florida
25 currently?

1 A. Yes.

2 Q. How long have you lived in Florida?

3 A. Since August.

4 Q. August of this year?

5 A. Yes.

6 Q. Prior to living in Florida, where did you live?

7 A. Mount Pocono, P.A.

8 Q. Is that in the Pocono region?

9 A. Yes.

10 Q. Monroe County?

11 A. Yes.

12 Q. And how old are you?

13 A. Fifty-five.

14 Q. And are you currently employed?

15 A. No, I am on Social Security disability.

16 Q. And what is your disability?

17 A. Major depression disorder.

18 Q. Did you ever have any medical besides your psychological
19 issues?

20 A. Oh, yes, I have a torn rotator cuff and osteoporosis in my
21 right knee.

22 Q. Was there aneurisms that caused you to be on disability?

23 A. Yes, sorry, brain aneurysms, I had them clipped and so on
24 and so forth.

25 Q. Is that why you're on disability for those medical issues?

1 A. Yes.

2 Q. How long have you been on disability?

3 A. Since '06.

4 Q. 2006?

5 A. Yes.

6 Q. So you have not worked since 2006?

7 A. No.

8 Q. Prior to 2006, what type of employment did you have?

9 A. Thirty years advertising in New York, commercial
10 advertising.

11 Q. What did you do in the advertising business?

12 A. Actually I was a coordinator where I basically -- I headed
13 the department for talent payment, and I fell into the Screen
14 Actors Guild roles and even wrote programs with talent payment
15 departments and made sure everyone got paid by the Screen
16 Actors Guild contract.

17 Q. As a result of your medical problems, you had to stop
18 working?

19 A. Yes.

20 Q. And when you were living in Pennsylvania, did you have
21 occasion to know a woman by the name of Jacqueline Kube?

22 A. Yes.

23 Q. And how did you know Jacqueline Kube?

24 A. I met her through -- when I was going through
25 determination for Social Security. The Social Security

1 determination board sent me to a doctor, Dr. Mathia (ph). And
2 on April 4th I got sent to Dr. Mathia, and she was his
3 secretary April 4th of '03.

4 Q. What is Jacqueline Kube in relation to the defendant in
5 this case, Richard Harley?

6 A. She was his wife.

7 Q. And these doctor visits that -- Dr. Mathia?

8 A. Yes.

9 Q. When you met Jacqueline Kube through those visits, what
10 was her job at the doctor's office?

11 A. Secretary.

12 Q. Do you remember approximately -- was that around 2003,
13 2004?

14 A. It was April 4th of '03. I found the paperwork.

15 Q. April 4th of when?

16 A. '03.

17 Q. When you started going to the doctor and met Jacqueline?

18 A. Yes.

19 Q. All right. And did you develop a relationship friendly
20 relationship with Jacqueline?

21 A. Yes, very close relationship.

22 Q. And because you that you had repeated visits at that
23 doctor?

24 A. Yes, we hit it off really well.

25 Q. Did you also socialize outside of the doctor's office?

1 A. Oh, yes, we went to dinner all the time together. I went
2 to dinner at her house. We went shopping together all the
3 time.

4 Q. Would you consider her your best friend at that time?

5 A. Yes, that's exactly what it was.

6 Q. Now, through that relationship did you ever meet her
7 husband, Mr. Richard Harley?

8 A. Yes, at first it was just me and her, and then Richard
9 came back into the picture.

10 Q. And was that about 2005 you met him?

11 A. I guess so, yes.

12 Q. And when -- you said you went over to the house, have
13 dinner there with him?

14 A. Constantly, almost every weekend. We have dinner, watch a
15 movie.

16 Q. And did you receive any money as a result of your medical
17 disability, any lump sum payments?

18 A. Yes, in 2006, I got a lump sum payment -- I got granted
19 Social Security disability. I got a lump sum payment.

20 Q. Do you remember how much that was about?

21 A. It came to total of almost \$40,000.

22 Q. And was that around 2006?

23 A. Yes.

24 Q. And did you discuss that with Mr. Harley and Jackie when
25 you received that money? Was that a topic of discussion?

1 A. Oh, yeah, major topic of discussion because they were with
2 me basically through all of it.

3 Q. And was that a lot of money for you?

4 A. That was everything. I was living on \$205 a month through
5 public assistance.

6 Q. Did Mr. Harley make any solicitations to you about what
7 you should do with your money?

8 A. Yes, that was basically, you know, if you give me that
9 money, we can triple it, so on and so forth. That's where the
10 promissory came in.

11 Q. We need to go into the so on and so forth part.

12 A. I'm so sorry.

13 Q. That's all right. I understand. I understand. I want to
14 make you comfortable here. Unfortunately, we have to get in
15 more detail beyond so on and so forth. Tell us what he told
16 you as far as the promissory note, the triple your money and
17 what assets he had.

18 A. Well, it was a conversation about that he had oil, a lot
19 of oil. And at the time we were in a big oil crunch in this
20 country and he had a lot of oil and he could triple my money
21 and it wouldn't be very long, it would be 185 days.

22 Q. So about half a year, six months?

23 A. Six months.

24 Q. He would triple your money?

25 A. He would triple my money. Since we were so good friends,

1 who else would you trust but your friends? I was not one to --
2 ever had any money to make investments. So it was a natural
3 thing that I would want to make money.

4 Q. So you believed that he owned this oil?

5 A. Yes.

6 Q. Did he tell you where it was located?

7 A. No, not really.

8 Q. Go ahead.

9 A. He had investors.

10 Q. What did he say about his investors?

11 A. He had investors that would, you know -- he was going to
12 sell it to and so on and so forth, not where he would spread it
13 out -- I didn't get into the big details with it.

14 Q. And is there a reason you didn't get into the details
15 because you considered him a friend and you trusted him?

16 A. Yeah, I trusted him.

17 Q. Did he ever show you any documents to support his claim of
18 ownership of the oil, any notes or --

19 A. No, not that I recall.

20 Q. And so you got -- you got \$40,000 from your disability
21 payment. How much did you invest with Mr. Harley?

22 A. The money issue of how much I was getting was dribbling in
23 from Social Security. S. S. I. was paying ten, and Social
24 Security Disability was giving me 30. So Jackie and Richard
25 was pushing the fact of how much I should give them, so I was

1 getting a little leery about it. So I changed how much I was
2 going to give them.

3 Q. So you said Jackie and Richard was pushing how much you
4 should invest. How much did they want to you invest out of the
5 40,000?

6 A. 38,000.

7 Q. Then you would triple it in six months?

8 A. Yes.

9 Q. You said you had other obligations that you need the money
10 for or it was coming in slow?

11 A. Yes, it was coming in slow, and I gave them five and --

12 Q. When you say you gave them five, you mean \$5,000?

13 A. \$5,000.

14 Q. And was that in one lump sum increment --

15 A. No, it was in five different increments. I took out my
16 notes in front of me.

17 Q. No, I have the documents. I want to get the story out
18 first. So in separate increments would you give -- how would
19 you transfer the money to Mr. Harley?

20 A. Two were wire transfer to his bank.

21 Q. From your bank to his bank?

22 A. Yes.

23 Q. And then what about the other transactions?

24 A. They were cash.

25 Q. And that was all in 2006?

1 A. Yes.

2 Q. And what was the bank that you used?

3 A. Tobyhanna Credit Union.

4 Q. And do you remember what Harley's bank was where the money
5 went?

6 A. I think -- right now I don't remember -- it was Mellon
7 Bank.

8 Q. And did you have wiring instructions?

9 A. Yes, I did.

10 Q. Who did you get the wiring instructions from?

11 A. From Jackie and Richard.

12 Q. Did you ever get a document, promissory note in return
13 after you gave him the money?

14 A. I never got a clean copy of a new 5,000 promissory note.
15 I had the original with the original amount of money on it,
16 36,000 -- the \$38,000 one.

17 Q. So after you gave him the money, you got this note and you
18 were supposed to triple the money in six months. So that would
19 have been around January of 2007?

20 A. Yes.

21 Q. And you were expecting \$15,000?

22 A. Uh-huh.

23 Q. Did you get \$15,000?

24 A. No.

25 Q. And did you make any contact with Mr. Harley and Jackie to

1 find out what the story was?

2 A. I stayed friends with them after that, and there was many
3 excuses. And, you know, there was many reasons and a lot of
4 deals had fallen through for Richard, and we would discuss that
5 at dinner, so on and so forth.

6 Q. I'm sorry, but again I will have to make you -- some of
7 the so on and so forth --

8 A. A lot of deals that fell through for Richard, and he had a
9 prospect coming up and --

10 Q. Something was right around the corner?

11 A. Absolutely.

12 Q. And he was promising to pay you the money?

13 A. Yes.

14 Q. And did he ever tell you what these deals were that fell
15 through?

16 A. There was one that I remember that was a producer in
17 California that fell through that I remember quite clearly --
18 never told me the name of the producer.

19 Q. Anything else that you remember?

20 A. No, that was the one I remember.

21 Q. That's fine. Did there ever reach a point where you
22 stopped -- you got impatient and wanted your money more
23 persistently?

24 A. Yes.

25 Q. Tell us how long that took and, you know, while you were

1 making friends at some point it changed.

2 A. It changed when I went over there, and there was a new car
3 parked in the garage in the neighbors. I noticed this car was
4 brand new, and he was showing it to me and I realized this car
5 showed up way after my money was due.

6 Q. What kind of car was it?

7 A. I'm not really sure. It was a brand new car that he kept
8 telling me was way out of my league.

9 Q. He said it was way out of your league?

10 A. Yeah.

11 Q. Richard said that?

12 A. Yes, it was way too much car for me.

13 Q. Was it a Lexus?

14 A. No, no, it wasn't a Lexus, but it had racing seats that
15 had K. 2 on it. I was making jokes about how this K. 2 would
16 be perfect for me, Kathleen Kelly, K. 2. He said, way too out
17 of your league, it's too much car for you. I said, I thought
18 you got it for me, this was my surprise for my money. I went
19 home that night. I didn't say much more. I called Jackie the
20 next day. I said, he bought this car when he knows he owes me
21 money.

22 Q. What did she say?

23 A. Oh, no, he bought that before. I said, no, he didn't.
24 And then I didn't really get invited back anymore.

25 Q. Did you ever confront Richard -- you said he told you car

1 was out of your league. Did you say, why are you buying a new
2 car when you owe me --

3 A. No, I didn't say that to him. I -- I really was
4 flabbergasted.

5 Q. Now, approximately when did you stop having contact with
6 Jackie and Richard over this car incident?

7 A. I guess it was before I started making phone calls. I
8 guess that was around '08.

9 Q. Okay. You said there was some phone calls after that you
10 -- tell us about that. What do you mean?

11 A. Well, in October of '08 is my notes of when I started
12 making a lot of phone calls to them about my money and leaving
13 messages and --

14 Q. Did you ever get your messages returned?

15 A. Some of them they would answer, and so on and -- well --

16 Q. So on and so forth?

17 A. I don't have any notes in front of me.

18 Q. That's all right. If you need to refresh your
19 recollection with your notes, we can get them. I think we're
20 all right so far.

21 A. Okay. I very detailed notes of days.

22 Q. Why were you keeping such detailed notes?

23 A. It's just force of habit of being in advertising that you
24 always wrote down everything, and I still do it to this day.

25 Q. So on the occasions where you got a return phone call from

1 Richard about your money, what did he tell you?

2 A. At one point I know in my notes there's something he said
3 it was just -- you know, right around the corner and he was
4 going to surprise me -- he was going to call me soon, he was
5 going to surprise me.

6 Q. Did you ever contact law enforcement about money that you
7 lost from --

8 A. I contacted a lawyer, and he just -- I didn't have the
9 money to pursue it.

10 Q. There was a search of Mr. Harley's residence in August of
11 2012. Were you still in the Poconos then?

12 A. Yes.

13 Q. Did you contact the FBI at that time?

14 A. Yes, that's exactly what I did.

15 Q. And you spoke to Mr. Browning?

16 A. I spoke to Mr. Browning. He visited me.

17 Q. You gave him various documents you saved?

18 A. Uh-huh.

19 Q. From these transactions. I will go through some of those
20 documents with you now. Could we have --

21 THE COURT: All right. Is it a good time --

22 MR. BRANDLER: Yes.

23 THE COURT: We will do this after lunch. Members of
24 the jury, we will take our lunch break now. Come back at
25 quarter to two, an hour and ten minutes. Do not discuss the

1 case among yourselves or with anyone else. If anyone tries to
2 talk to you about it, bring to my attention immediately. Enjoy
3 your lunch. We will see you back here quarter to two.

4 (A lunch recess was taken.)

5 THE COURT: Mr. Brandler?

6 MR. BRANDLER: Thank you.

7 BY MR. BRANDLER:

8 Q. Ms. Kelly, before we broke for lunch, I was showing some
9 documents. I want to continue that process now. Could we have
10 exhibit 39, please? You had mentioned during your earlier
11 testimony that there was some revisions made to the note in
12 terms of the amount. Do you recognize this document?

13 A. Yes.

14 Q. And what do you recognize it to be?

15 A. It's the original promissory note.

16 Q. And it says on the top secured corporate -- just enlarge
17 the top half, please. It says secured corporate promissory
18 note, and it's dated July 19th of 2006. Underneath that it
19 says it's in return for a loan of \$12,000 between you and RJH
20 and Company, correct? That's in that first paragraph?

21 A. Yes.

22 Q. Yes. Then the bottom -- scroll down to number three --
23 that you were going to get three times the amount of said loan,
24 \$36,000 on the maturity date which was in the paragraph above
25 it 185 days after July 19th, 2006. Is that the original deal

1 or -- that was presented to you by Mr. Harley?

2 A. Yes.

3 Q. But you didn't invest \$12,000?

4 A. No.

5 Q. Go to the third page of this document, just the bottom
6 portion. There's signatures and handwriting. Do you see your
7 signature line, Kathleen Kelly?

8 A. Uh-huh.

9 Q. Is that your signature?

10 A. Yes.

11 Q. Above that Mr. Harley. Is that his signature?

12 A. Yes.

13 Q. There's some handwriting there. Do you know whose
14 handwriting that is?

15 A. K. K. is mine.

16 Q. Keep your voice up.

17 A. Kathleen Kelly is mine.

18 Q. Is that where it says K. K. right next to your name there?

19 A. Yes.

20 Q. And the R. J. H. initials?

21 A. Richard.

22 Q. And on the right-hand side of that there's some
23 handwriting. Do you know whose handwriting that is? It says

24 R. J. H., K. K.?

25 A. That's Richard and mine.

1 Q. And what does it say?

2 A. The balance was 8,000, paid 500 on 8/20/06, balance is --

3 Q. Can you interpret what all this -- 9,000 is crossed out,
4 the 8,500 -- and then there's some handwriting. What did you
5 understand this revision to mean?

6 A. Well, I got paid 500 first.

7 Q. So there was --

8 A. That was after I made the -- I guess the wire transfers.

9 Q. So you said you were making incremental payments?

10 A. Yes.

11 Q. It was revised as you were making the incremental
12 payments?

13 A. Yes.

14 Q. Can we go to exhibit 39.2? Do you recognize this
15 document?

16 A. Yes, that was the beginning of my notes.

17 Q. These are your personal notes?

18 A. Yes.

19 Q. That you were referring to earlier?

20 A. Yes.

21 Q. And does it show the date of the agreement that you had
22 with Mr. Harley?

23 A. July 19th, 2006.

24 Q. And the due date?

25 A. Due date was maturity date, January 24th, 2007.

1 Q. Does it show the money and dates you paid?

2 A. Yes.

3 Q. What does it show?

4 A. August 20th, '06, I paid 500 in cash, July 19th, 2006, I
5 wired 3,000 into their bank, September 1, 2006 I wired another
6 thousand dollars into their bank, and 8/8/06 I paid another 500
7 in cash.

8 Q. What do the notations below that indicate?

9 A. Oh, these are all my notes of the conversation October 6th
10 at 8:30 per convo, spoke to Richard, said within a few days he
11 was going to surprise me. He has a company interested. I said
12 I would call him back by Friday, October 10th.

13 Q. Then what happened October 10th?

14 A. Left message with Jack. I always called his wife Jackie,
15 Jack, for him to call me back and he never did.

16 Q. What happened on October 14th?

17 A. From my cell, and I put the cell number 347 -- I had a New
18 York cell my son from New York gave me. And 12:23 in the
19 afternoon I spoke to Richard. He asked if he can call me back.

20 Q. Did you call him again?

21 A. Later on that afternoon I called again from home phone at
22 5:20 and left a message to call me, need some dollars back, I
23 am in deep trouble or I will have to take this further.

24 Q. On the 18th?

25 A. Called from the New York cell at 1:54 p.m., left voicemail

1 message, please call me, I have tried -- tried more than --
2 numerous times over a week. I tried over a week to get in
3 touch with you and no response.

4 Q. Next page.

5 A. Transferred a thousand on September 1st, sent 11:16 to the
6 Mellon Bank, 500 -- these are the wire instructions.

7 Q. So that's just more documentation of the money and where
8 it went?

9 A. Yes.

10 Q. Then the next page. Are these more of your handwritten
11 notes?

12 A. Yes. Called and left a message on voicemail on October
13 11th, '08 with phone and address change. I changed my address
14 at that point. I just changed.

15 Q. What does it say after that?

16 A. I would accept your original dollars and gave them the
17 number to call me back.

18 Q. So when you say the original dollars, what did you mean
19 that you would accept?

20 A. The 5,000.

21 Q. You weren't looking for the 15?

22 A. No, anything would have helped.

23 Q. And there's a note --

24 A. Yeah, this was just a different scrap note I had on the
25 side saying April 8th, 2007 I just asked Jack again for a clean

1 copy of the original -- of the revised promissory note -- for a
2 clean copy of it, and she was going to look for it. She said
3 she had it, she didn't -- but for one reason or another she
4 couldn't make me a copy. What I meant by that was either her
5 computer wasn't working at the time or printer or she couldn't
6 get to a computer. So that's what I wrote.

7 Q. Below that is just another --

8 A. Breakdown of the money.

9 Q. The next page appears to be a revised promissory note?

10 A. Yes, I crossed out twelve and made it five.

11 Q. The date on this one is July 19th, 2006?

12 A. Same date, yes.

13 Q. Same note except --

14 A. Yes.

15 Q. So you crossed out the 12,000 to make it a five because
16 that's how much you invested?

17 A. Yes.

18 Q. The initials on the side there?

19 A. Those are mine. That's K. K.

20 Q. On number three, the amount you are going to get paid
21 below that, did you cross out the 36,000 and -- can you --

22 A. Yes, I must have crossed out 36 to make it five, yes.
23 That's my \$5,000.

24 Q. Well, 15 -- you will get three times the amount of the
25 loan, so that would be 15,000, correct?

1 A. Yes, probably can't see because of the dark line.

2 Q. Going to the last page of this document, signature page,
3 two pages following that page -- Bates number 874 at the
4 bottom. This appears to be the same one we saw earlier with
5 the same marks?

6 A. Yes.

7 Q. You made revision to the original note based upon the
8 actual amount of money?

9 A. Yes.

10 Q. And you were asking Jackie for a clean copy to reflect
11 what your changes were?

12 A. Yes.

13 Q. Did you ever get that?

14 A. No.

15 Q. And can we go to the next page of this document? Just
16 enlarge that. Do you recognize this document?

17 A. This is my bank account.

18 Q. At what bank?

19 A. Tobyhanna Credit Union.

20 Q. And the statement date that appears on the right?

21 A. September 1st, '06, the month of September '06.

22 Q. Does it show a wire transfer Mellon Bank, RJH and Company?

23 A. Yes.

24 Q. The date it's showing there is showing September 5th.

25 Then you have -- you have next to it 01/06. But that's next to

1 withdrawal. Do you know what that -- just interpret that for
2 me -- that's your handwriting where it says slash '06?

3 A. Yes.

4 Q. What does that mean, you withdrew money?

5 A. I guess so. I don't really understand this right now.
6 The wire transfer --

7 Q. All right.

8 A. I guess the wire transfer is a withdrawal, and it's a
9 withdrawal wire transfer. And it costs \$15 to wire to transfer
10 it.

11 Q. Let's go 39.3. This is a record of the wire transfer of
12 \$3,000 on July 19th, 2006.

13 A. Yes, that's \$3,000 out of my Tobyhanna account.

14 BY MR. BRANDLER:

15 Q. Okay. It says Tobyhanna Army Depot on the right, correct?

16 A. Yes.

17 Q. It says where it's going under name and address, Merrill
18 Lynch Pierce Fenner and Smith, Jacksonville, Florida?

19 A. Yes.

20 Q. It says Merrill Lynch for the benefit of RJH and Company,
21 Inc., right? So that's the wire transfer on that date, July
22 19th, 2006, correct?

23 A. Yes.

24 Q. If we go to 39.4, is there another similar document
25 indicating a wire transfer from your account at Tobyhanna to

1 the Merrill Lynch account of RJH for \$1,000 on September 1st,
2 2006?

3 A. Right, exactly.

4 Q. That's what happened?

5 A. Right.

6 Q. And then 39.5, what is this document? Can you make it
7 larger?

8 A. This was the wire instructions I got from Jackie and
9 Richard the first time -- yes, where to wire the first \$3,000.

10 Q. The handwriting on that, do you know whose handwriting
11 that is?

12 A. That's my handwriting.

13 Q. In addition to the \$4,000, you had a \$3,000 wire transfer
14 and then a thousand dollar. Was there cash you said?

15 A. Yes.

16 Q. How much in cash?

17 A. A thousand dollars in total broken up into two payments of
18 500 each.

19 Q. Who did you give that cash to? Do you remember the
20 circumstances of how and -- who you gave it to?

21 A. One was in the car -- in Richard's car. Five hundred of
22 it was handed to Richard in his Lexus on our way out to dinner,
23 and one was in the kitchen of their house, and I you gave it to
24 Richard.

25 MR. BRANDLER: No further questions. I move

1 admission of 39.1, 2, 3, 4 and 5.

2 THE COURT: Any objection to the admission?

3 MR. O'BRIEN: No objection.

4 THE COURT: Admitted. Cross-examine.

5 CROSS EXAMINATION

6 BY MR. O'BRIEN:

7 Q. Ms. Kelly, you said you were friendly with Mr. Harley and
8 with Jacqueline, his wife?

9 A. Yes.

10 Q. And I believe you also said if I copied this down
11 correctly, when he asked you for the loan, you didn't go into
12 any details with him because he was a friend? Did you say that
13 on direct examination?

14 A. Well, it wasn't a loan. It was investment.

15 Q. Investment?

16 A. Yes.

17 Q. And he didn't show you any documents?

18 A. Not that I recall.

19 Q. And you stand by your statement you didn't go to any
20 details with him because he was a friend?

21 A. I said not that I recall.

22 Q. So this was an investment you voluntarily made with him?

23 A. Yes, it was voluntary.

24 Q. You did it knowingly?

25 A. Excuse me?

1 Q. You did it knowingly? Knowingly, you knew --

2 A. Yes, it was knowingly. I trusted them.

3 Q. Can I see exhibit 39.2 -- I'm sorry -- 39.2. How many
4 pages is this exhibit? Bear with me -- okay. First page. If
5 you look at the -- right here can you read that, please, 10/6
6 notation?

7 A. 10/6, 8:30 p.m. per convo, spoke to Richard. He said he
8 was going to -- within a few days he was going to surprise me.
9 He has a company interested in his venture, and I said I would
10 call him back by Friday, October 10th.

11 Q. How did you understand that reference to a company
12 interested?

13 A. His oil. That was what was pertaining to our promissory
14 note.

15 Q. Your understanding he would pay you back when the money
16 came in from the investment?

17 A. Absolutely.

18 MR. O'BRIEN: Thank you.

19 MR. BRANDLER: No further questions, Your Honor.

20 THE COURT: You may step down.

21 MR. BRANDLER: Kevin Fogerty.

22 KEVIN FOGERTY, called as a witness, being duly sworn,
23 testified as follows:

24 DIRECT EXAMINATION

25 BY MR. BRANDLER:

1 Q. Mr. Fogerty, what is your occupation?

2 A. I'm a lawyer.

3 Q. Where do you practice law?

4 A. Allentown.

5 Q. Are you licensed in Pennsylvania?

6 A. Yes, sir.

7 Q. And how long have you been a lawyer in Pennsylvania?

8 A. Since November 1982.

9 Q. And are you solo practitioner or part of a firm?

10 A. I have my own firm, two other lawyers that work with me.

11 Q. Where is your firm located?

12 A. The exact address --

13 Q. Just the town, city.

14 A. It's in Allentown, Pennsylvania.

15 Q. I want to direct -- what kind of work do you specialize
16 in, if any?

17 A. Mostly what would be called civil litigation. It's civil
18 disputes, lawsuits between individuals as opposed to criminal
19 cases.

20 Q. I want to direct your attention to July of 2009. Did you
21 have occasion to get a new client, a man by the name of
22 Marshall Silverstein?

23 A. Yes, I met with Marshall that day -- to be clear I had
24 known Marshall before that. He was not a new client.

25 Q. I see. And you knew him as a former client, another

1 litigation or as a friend or both?

2 A. Marshall had been involved in some business matters, and I
3 represented him in connection with those for a number of years
4 before then.

5 Q. In July 2009 did you meet Marshall in connection with a
6 new matter?

7 A. I did.

8 Q. And what was the nature of that new matter?

9 A. The nature of the new matter was that he had provided a
10 substantial amount of money to an individual, Mr. Harley, and
11 had not gotten any of the money back as had been promised.

12 Q. And after Mr. Silverstein explained to you the facts of
13 that case, did you take any action as a lawyer on his behalf?

14 A. I did. I prepared what would be called a civil complaint.

15 Q. And what does that mean, a civil complaint?

16 A. Civil complaint is a document that you file at the
17 courthouse where one person called the plaintiff sues the
18 defendant or defendants if there's more than one asking for
19 some relief from the Court.

20 Q. When did you file that lawsuit?

21 A. I filed that complaint on November 9 of 2009.

22 Q. What court did you file it in?

23 A. In what is called the Lehigh County Court of Common Pleas.

24 Q. And who did you file against? Who were the defendants in
25 that case?

1 A. The defendants were Richard J. Harley, Jacqueline
2 Kube-Harley and a corporation known as RJH and Company, Inc.

3 Q. And you said that your client Mr. Silverstein had given
4 money to Mr. Harley, and you alleged that in your complaint?

5 A. Correct.

6 Q. Do you know how much money it was?

7 A. My recollection is about \$235,000.

8 Q. And how much were you suing for?

9 A. Well, based on the documents that I was given, the claim
10 was for \$1.1 million.

11 Q. And when you say the documents you were given, what are
12 you referring to?

13 A. There were agreements that had been signed between Mr.
14 Silverstein and in one instance Mr. Harley and another instance
15 Mr. and Mrs. Harley as well as this corporation, RJH and
16 Company, Inc., that made certain promises to Mr. Silverstein
17 regarding not just the return of his money but a profit on that
18 return. That's where the \$1.1 million came from.

19 Q. And why was the case filed in Lehigh County?

20 A. Because that's where Mr. Silverstein resides.

21 Q. You said you filed it on November -- November of 2009.
22 How long did the case last? Is it -- has it been finalized?

23 A. It was eventually finalized August 11th of 2011 with the
24 entry of a judgment, which I believe was for \$1,140,000 in
25 favor of Mr. Silverstein and against Mr. Harley and Mrs. Harley

1 and RJH and Company, Inc.

2 Q. I'm showing you exhibit 20.4.

3 A. Yes, sir.

4 Q. And do you recognize this document?

5 A. I do.

6 Q. What do you recognize it to be?

7 A. That is the order that was entered on August 8th of 2011
8 by Judge Johnson in Lehigh County, J. Brian Johnson, who is one
9 of the judges in the court of common pleas to whom this case
10 was assigned. And that's the order pursuant to which the judge
11 ruled that Mr. Silverstein was entitled to a money judgment for
12 the event I referenced earlier, \$1,140,000.

13 Q. Is that in paragraph four on that first page?

14 A. It is, sir.

15 Q. Just read that out loud.

16 A. Paragraph four says, judgment is entered in favor of the
17 plaintiff, Marshall Silverstein and against the defendants, RJH
18 and Company, Inc., Richard J. Harley and Jacqueline Kube-Harley
19 in the amount of \$1,140,000 as of July 2, 2009 plus interest
20 thereon from and after that date at the rate of 6 percent per
21 year.

22 Q. Below that is the Court's signature?

23 A. Correct.

24 Q. In Lehigh County what happens once an order of judgment
25 like this is entered in the record?

1 A. In and of itself nothing. If I want to do anything with
2 it, I then have to file papers to convert this order to what is
3 called a final judgment, which I did in this case.

4 Q. All right. Before we get to that, can we go to the second
5 page of this document? There's something called a document
6 distribution list. Are you familiar with that?

7 A. Yes. That is a page that's attached by the Lehigh County
8 Clerk of Courts which is where the order would have been filed,
9 and this is a confirmation of where the clerk of courts mailed
10 that order. In other words, it's a list of everyone who
11 received a copy of it by mail from the clerk of courts office.

12 Q. And one of the people is Mr. Harley with an address of P.
13 O. Box 337, Shawnee on Delaware?

14 A. Correct.

15 Q. Can we scroll down here? And there's a notice provision.
16 What does the identification provision say?

17 A. Pursuant to -- that's short for Pennsylvania Rule of Civil
18 Procedure 236, notice is hereby given that an order of decree
19 or judgment in the above-captioned matter has been entered.
20 Then Andrea Naugle is the clerk of judicial records whose staff
21 would have mailed this out.

22 Q. You mentioned that you took some action regarding this
23 judgment. Can we go to the next page? Do you recognize that?

24 A. Correct, that's the document I was referring to a few
25 minutes ago. That's the paperwork I would have prepared to

1 cause that order to become what is called a final judgment.

2 And that would have been filed -- in this instance it was filed
3 on August 11, 2011, which was two days after the order.

4 Q. Just highlight the bottom half. These are legal terms.

5 Praecipe, that first word, for entry of judgment on order
6 entered August 9th, is that a direction to the clerk?

7 A. The word praecipe means it's a request. It's a laymen's
8 term for praecipe. I'm requesting the clerk to enter the final
9 judgment on Judge Johnson's August 9th order.

10 Q. The amount that you're going to assess damages is what?

11 A. The total was \$1,289,730.40.

12 Q. That was made up of the 1.1 million plus some interest of
13 149,000?

14 A. Right, remember when the order that was up there before --
15 the prior exhibit -- Judge Johnson had given us interest from
16 -- I think it was -- June or July -- according to this it was
17 June of 2009. So we added that on.

18 Q. Now, the second page of this document -- the next page.
19 There's some signatures that appear there?

20 A. That's me.

21 Q. So that's you filing this --

22 A. Correct. That's me -- I would have signed before it would
23 have gotten filed. When the clerk's office would have accepted
24 it, they would have put the stamp for Andrea Naugle who is
25 clerk of courts in Lehigh County. That's -- the initials after

1 that are the initials of one of her staff who stamps her name.

2 Then they fill in the date.

3 Q. All right. So the judgment was entered. It was finalized
4 in the court?

5 A. Correct.

6 Q. And then what do you do next as the lawyer for Mr.
7 Silverstein?

8 A. Well, the objective here is not to just file paper, it's
9 to collect money you have a judgment on. So the next step is
10 because Mr. and Mrs. Harley resided in Monroe County, which is
11 different than Lehigh County, we filed papers literally the
12 same day I filed these judgment papers, August 11th of 2011, to
13 transfer the judgment from Lehigh to Monroe because if I want
14 to try to collect in Monroe County, I have to have the judgment
15 transferred up there first. It's much easier to do it that
16 way.

17 Q. Were you able to transfer the judgment up to Monroe
18 County?

19 A. I was.

20 Q. And were you able to eventually collect any portion of
21 this \$1.2 million judgment?

22 A. The only amount that was ever collected was through a levy
23 against, I believe, a 2008 Lexus automobile that was titled in
24 the name of RJH and Company, Inc.

25 Q. And can we go to exhibit 27.32? Enlarge the top half,

1 please. Do you recognize this document?

2 A. I do.

3 Q. What is it?

4 A. It's an order that was entered in Monroe County case to
5 which we had transferred this judgment that's dated September
6 20, 2012.

7 Q. And what does it relate to?

8 A. It relates to the fact that we had -- there was a hearing
9 held before one of the judges up there -- the name escapes me
10 right now but -- I'm sorry -- Judge -- there was a hearing
11 before Judge Zulick on a motion we filed. It's referred to at
12 the top of the order. It's plaintiff's motion for
13 supplementary relief in aid of execution. This was an order
14 that was entered in response to that motion that we had filed
15 as well as RJH and Company had filed a petition trying to
16 prevent for us completing the execution against the Lexus.

17 Q. Did the Court take action as far as awarding ownership of
18 the Lexus to Mr. Silverstein?

19 A. It did. Yes, that's in paragraph one.

20 Q. All right. And it transferred ownership to Mr.
21 Silverstein?

22 A. Correct.

23 Q. And was Mr. Silverstein able to take possession of the
24 vehicle?

25 A. He did eventually, yes.

1 Q. What happened? What do you mean by eventually?

2 A. I was not personally there when he got it, but he went up
3 there, I believe --

4 Q. I don't want you to talk about things that happened when
5 you were not personally there. But just tell us the process in
6 terms of once an order like this is entered what happens?

7 A. The defendants, in this instance RJH and Company, was the
8 title holder of the Lexus were given, I believe, 24 hours to
9 turn over the car. And so following the entry of this order,
10 Mr. Silverstein went up the next day accompanied by another
11 individual and picked up the car.

12 Q. Was he able to successfully to get the car?

13 A. Yes.

14 Q. Was there a sheriff's sale of some type?

15 A. What happened is -- prior to this hearing in September of
16 2012, we had filed -- once we transferred the judgment to
17 Monroe County, transferring the judgment there doesn't get you
18 much other than a lien against any real estate in that county.
19 If you want to put a lien against and foreclose against any
20 personal property, you have to get the sheriff to what they
21 call levy or go out and put a lien against personal property.

22 When we transferred the judgment up there in August of
23 2011, we also filed papers asking the sheriff to execute on
24 whatever assets existed, particularly this Lexus. And so there
25 was actually -- prior to September of 2012, I think sometime in

1 the Spring of 2012 there was a sheriff's sale of the Lexus
2 pursuant to a levy that was accomplished. And on behalf of Mr.
3 Silverstein I attended that sale. We were the only bidder. We
4 were the successful bidder. At that sale we bought the
5 vehicle. The problem became the vehicle was in Mr. Harley's
6 possession and he refused to turn it over after we bought it at
7 the sale, so I had to file this motion and eventually go in
8 front of Judge Zulick on September 20th and basically asked the
9 Court to order Mr. Harley to give us what we had bought in the
10 Spring.

11 Q. I understand. Going to the second page of this document
12 on paragraph four, did the Court assess the value of the Lexus?

13 A. It did, at \$40,000.

14 Q. Other than that Lexus which was valued at \$40,000, were
15 you able to collect any portion of the judgment that you had
16 gotten against Mr. Harley, his wife Jacqueline Kube and the
17 company RJH?

18 A. No, sir.

19 Q. Now, your civil litigation lasted about two years as I
20 calculated. You filed it in November 2009?

21 A. Close to that, 21 months, November 2009 to August 2011.

22 Q. Was there any reason for the delay in the resolution of
23 the lawsuit?

24 A. Yes.

25 Q. What was the reason?

1 A. Well, the primary reason was the bankruptcy filings that
2 occurred during the length of that case. My recollection is
3 there were two.

4 Q. Well, let's go through them and what you recall. Just
5 elaborate what you mean. Why would a bankruptcy filing have
6 any impact on your collection?

7 A. All right. When --

8 Q. Not on your collection -- on the resolution of the case.

9 A. Right. When a bankruptcy is filed, it -- what happens is
10 any pending state court actually or federal court litigation in
11 which the person who files for bankruptcy is a party, the case
12 stops automatically. You're not allowed to take any further
13 steps in the case. So, for example, in this instance, there
14 was a bankruptcy filed in November of 2010.

15 Q. Could we have exhibit 16.6? What is that document?

16 A. That document is what is called the docket or the docket
17 entries for the first bankruptcy case that was filed that
18 impacted the Lehigh County litigation.

19 Q. And it was filed in the U.S. Bankruptcy Court for the
20 Middle District of Pennsylvania in Wilkes-Barre, this
21 courthouse?

22 A. Correct.

23 Q. And the docket number of the case, can you read that?

24 A. Sure. It's 10-BK-09451-RN0. The RN0 means it was
25 assigned to Judge Opel.

1 Q. There's a date filing. What was the date the petition was
2 filed?

3 A. That petition was filed on November 22, 2010.

4 Q. It says date terminated?

5 A. December 28th, 2010.

6 Q. And debtor dismissed?

7 A. Same date, December 28th, 2010.

8 Q. The debtor that's listed on the docket sheet is who?

9 A. Well, it says RJH and Company, Inc. But underneath the
10 address it says a/k/a Richard J. Harley.

11 Q. Was Mr. -- did you participate in this bankruptcy action?

12 A. I did. Once I became aware of it in mid December, I filed
13 what is called an entry of appearance, which is where you file
14 a document with the Court, and the consequence of that is you
15 get all notifications electronically from the Court following
16 that point.

17 Q. And can we go to the last page of this document, docket
18 entry 26, is that where you entered your appearance?

19 A. Correct, that's the bottom half of the entry for that,
20 December 28th, 2010.

21 Q. It appears on the same date there was an order entered
22 dismissing the case for failing to pay the filing fee, correct?

23 A. Absolutely, correct.

24 Q. Now, in the little over a month that this case was
25 pending, did that case -- the filing of that case have any

1 impact on your civil litigation in --

2 A. Lehigh County.

3 Q. Lehigh County.

4 A. It did.

5 Q. Tell us how it had an impact.

6 A. Well, the impact was in the Lehigh County case what was
7 happening in the fall and winter was -- actually it started in
8 the Spring -- I was trying to take Mr. Harley and his wife's
9 deposition in response to issues they attempted to raise in
10 that case.

11 And basically because they kept refusing to appear, I had
12 to keep going to court and filing what are called motions for
13 sanctions. Eventually, after I think three of those, there was
14 a pretrial conference scheduled on December 14th before Judge
15 Johnson at which I was going to present the third motion for
16 sanctions and asked actually for the entry of judgment against
17 Mr. Harley and Mrs. Harley and RJH and Company, Inc., on -- I
18 was going to ask for that to be entered on December 14th.

19 Q. So that hearing, the pretrial conference was scheduled for
20 December 14th of 2010. This petition was filed on November 22,
21 2010. Would it have any impact on whether that hearing
22 occurred?

23 A. It did. What ended up happening was even though we did
24 not get -- neither I nor Judge Johnson received notice of the
25 initial filing of this on November 22, on December 13th, I was

1 -- I received either a fax or phone call telling me that Mr.
2 Harley had filed this bankruptcy, and Judge Johnson was also
3 notified. And when a state court judge is notified there's a
4 bankruptcy against one of the parties, he immediately cancels
5 anything that's scheduled because as I explained earlier,
6 nothing is allowed to take place in a state court case when you
7 have a bankruptcy that's filed.

8 So the end result of the notification to Judge Johnson on
9 December 13th of this bankruptcy which had been filed three
10 weeks earlier was that the session was scheduled for the 14th
11 of December was automatically cancelled. So that stopped
12 everything.

13 Q. You said you didn't receive notice of this until the day
14 before or sometime --

15 A. Correct.

16 Q. -- before. Was Mr. Silverstein listed as a creditor of
17 Mr. -- on that bankruptcy petition that was filed on November
18 22nd, 2010?

19 A. He was.

20 Q. And it was for the judgment amount you previously talked
21 about, testified about?

22 A. I'm not sure how Mr. -- what amount he listed, but it was
23 something in the million to \$2 million range, correct.

24 Q. Now, that petition for bankruptcy was dismissed and
25 delayed that hearing. Was there a second bankruptcy petition

1 filed by Mr. Harley during the course of your Lehigh County
2 litigation?

3 A. There was.

4 Q. Can we have exhibit 17.7? What's the docket number for
5 this bankruptcy case?

6 A. This was 11-BK-02060-JJT. Those letters mean this was
7 assigned to Judge Thomas.

8 Q. It is also in the bankruptcy court here in this building
9 in Wilkes-Barre?

10 A. Correct.

11 Q. What was the date that this petition was filed?

12 A. March 24, 2011.

13 Q. And the date it was terminated?

14 A. May 12, 2011.

15 Q. And the debtor dismissed?

16 A. May 12, 2011.

17 Q. Who was listed as the debtor on this bankruptcy petition?

18 A. RJH and Company, Inc., a/k/a Richard Harley.

19 Q. It says represented by RJH and Company, Inc., pro se.

20 What does pro se mean?

21 A. Pro se means without a lawyer.

22 Q. Is that the same as the earlier petition, there was no
23 lawyer?

24 A. There were no lawyers involved in any of his bankruptcies.

25 Q. Representing him?

1 A. Representing him, correct.

2 Q. All right. You also entered your appearance in this case,
3 correct?

4 A. Correct.

5 Q. Can we go to docket number 18, which would be on the third
6 page? Did you enter your appearance March 30th as reflected
7 there?

8 A. I did.

9 Q. You were representing Mr. Silverstein and his interests in
10 that bankruptcy case?

11 A. Correct.

12 Q. Now, did you take any legal action besides entering your
13 appearance?

14 A. I did. I filed a motion to dismiss the case and also to
15 ask the Court to impose what is called a 180-day bar on any
16 further bankruptcy filings by either RJH or Mr. Harley.

17 Q. What was the reason for your motion to dismiss the case?

18 A. Well, the reason was that it was my belief that it had
19 been filed -- this case had been filed in bad faith because
20 there -- we had a previous situation in December where the day
21 before a state court hearing Mr. Harley notified the Court of a
22 bankruptcy -- and that's the first bankruptcy -- and the
23 hearing stops. In this situation, I think we covered this fact
24 this was filed on March 24 of 2011.

25 There was a hearing scheduled on March 25 of 2011 in the

1 Lehigh County case on the same issues that I was trying to
2 present back to the judge back in December when that hearing
3 got cancelled because of the first bankruptcy.

4 Q. So this petition was filed the day before the hearing?

5 A. Correct. And a copy was provided -- notification was
6 provided to me and to Judge Johnson the day before the hearing
7 on March 24th, as a result of which has happened the first time
8 Judge Johnson stopped everything and said we can't have a
9 hearing on March 25th.

10 Q. And as a result of that, you filed your motion in the
11 bankruptcy court to dismiss that case for bad faith?

12 A. Correct, I filed that on April 4th, which was four days
13 after -- five days after I entered my appearance.

14 Q. Now, as a result of that filing, was there a hearing that
15 took place in the bankruptcy court on your motion?

16 A. There was.

17 Q. Can we have exhibit 17.8? Do you recognize this document?

18 A. I do.

19 Q. What do you recognize it to be?

20 A. This is the transcript of the proceedings that took place
21 before Judge Thomas literally down the hall in the courtroom at
22 the end of the hall here on -- I will double confirm the date
23 here -- May 12, 2011.

24 Q. And did you participate in this hearing on behalf of Mr.
25 Silverstein?

1 A. I did.

2 Q. And did you have an opportunity to question Mr. Harley
3 under oath regarding your motion?

4 A. I did.

5 Q. I want to go to Page 18 of this transcript. On the top
6 was Mr. Harley sworn when you questioned him?

7 A. He was, and it was so noted.

8 Q. Where it says Richard J. Harley, sworn and examination?

9 A. Exactly.

10 Q. Going to Page 23, the Line 10 -- just highlight Lines 10
11 through 18, please. Does that accurately reflect the
12 questioning of Mr. Harley by you during that hearing regarding
13 your motion?

14 A. A portion of it, yes, sir.

15 Q. And can you just read that?

16 A. Sure. The Q. is me questioning him. The A. is the
17 answer. Question, Mr. Harley, my question was a simple one.
18 Did you file for bankruptcy on March 24th to prevent the
19 hearing on March 25th from going forward. Answer, that wasn't
20 the only reason, no. Question, well, was that one of the
21 reasons. Answer, that was one of the reasons, correct.

22 Q. That's all I need you to read. Thank you. So at the end
23 of that hearing, was there a ruling from the Court on your
24 motion to dismiss?

25 A. There was.

1 Q. And what was the ruling?

2 A. The ruling granted the motion which means the Court agreed
3 with what we had asked for and entered an order dismissing the
4 bankruptcy case and barring Mr. Harley or RJH from filing any
5 other bankruptcy cases for 180 days without first getting Court
6 approval.

7 Q. You won your motion and barred from filing, but still that
8 hearing that had been scheduled for the next day didn't take
9 place, correct?

10 A. The one back on March 25, yeah, we were passed that now.
11 Now, I have to go Lehigh County and ask for another hearing
12 date. That's why we asked for the 180-day bar. We wanted that
13 bar part of the order. The debtor can do this forever.

14 Q. In this second bankruptcy petition, did he also -- Mr.
15 Harley also list Mr. Silverstein as a creditor?

16 A. My recollection is he did, yes, sir.

17 Q. Now, there was 180-day bar, which was about six months,
18 correct?

19 A. Correct.

20 Q. Was there yet a third bankruptcy petition filed in 2012?
21 Can we have exhibit 20.7? Do you recognize this document?

22 A. Yes, sir.

23 Q. What is it you recognize it to be?

24 A. This is now the docket for the third bankruptcy, which is
25 12-BK-03201-RN0.

1 Q. What's the date of filing of this bankruptcy petition?

2 A. May 29, 2012.

3 Q. And then it has date terminated. What's the date of
4 termination?

5 A. October 2nd, 2012.

6 Q. What's that -- this is 20.7. And it indicates this was
7 terminated what date did you say?

8 A. October 2, 2012.

9 Q. The debtor in this particular case is who?

10 A. Richard Harley.

11 Q. Personally as opposed to the company in the last two?

12 A. Correct, the company was not named on this one.

13 Q. In this particular bankruptcy, the personal bankruptcy
14 petition, did Mr. Harley list Mr. Silverstein as a creditor?

15 A. I don't believe he did.

16 Q. And as a result, did you get notice about this personal
17 bankruptcy petition?

18 A. Not in the timeliness we would have had he been listed as
19 a creditor. Eventually I found out about it. I don't remember
20 how, but it came up.

21 Q. At the time that this bankruptcy petition was filed, you
22 had already received the judgment in Lehigh County in --

23 A. Correct, that was August 2001, yes, sir. That was during
24 that 180-day day window that we had.

25 Q. But you were engaged in collection efforts I believe you

1 said?

2 A. Correct.

3 Q. And did this personal filing, this personal bankruptcy
4 petition filing have an any impact on your collection efforts?

5 A. It did. It stopped everything. I mean, other than the
6 Lexus -- because again the Lexus was titled in the name of the
7 corporation. And if you look at this docket, you will see it's
8 just Mr. Harley. But at the same time we were executing
9 against the Lexus, we were trying to get the sheriff to go into
10 Mr. Harley's home and levy against all assets owned by he
11 and/or Mrs. Harley and to have those sold also. And the filing
12 of this bankruptcy prevents us from doing that because again he
13 got the bar, the order to stay, you can't proceed in any state
14 court action while somebody is in bankruptcy.

15 Q. And was there -- you entered your appearance here if we
16 look at docket entry 25 on July 3rd -- can we go to --

17 A. Yes, sir, that would be my entry of appearance.

18 Q. Okay. So it was filed on May 29th, but you didn't enter
19 your appearance until sometime thereafter?

20 A. Correct.

21 Q. And what -- you said everything was put on hold in terms
22 of your collection effort . There was trying to get personal
23 property in the home of Mr. Harley levied upon?

24 A. Yes, sir.

25 Q. That was prevented by the course of this filing?

1 A. Everything freezes. When the bankruptcy is filed, you're
2 not allowed to do anything in state court without first getting
3 relief from the bankruptcy court.

4 Q. And was there a hearing held on August 1st of 2012, what
5 is known as a 341 meeting -- actually on the first page of this
6 document -- if you go back to the first page, something called
7 a 341 meeting?

8 A. There was.

9 Q. What is a 341 meeting?

10 A. 341 41 meeting is standard procedure in a bankruptcy case.
11 It's an opportunity for the trustee that's appointed through
12 the bankruptcy system to question the debtor, meaning the
13 person whose in bankruptcy, about whatever the trustee -- they
14 wish concerning assets, income, things like that try to
15 determine what -- is this a legitimate bankruptcy or where are
16 we going with this. It's an opportunity for the creditors to
17 appear. It's called a meeting of creditors. Creditors can
18 show up and ask questions, too.

19 Q. If we go to docket entry 32 on August 3rd, 2012, there's
20 something called an answer filed by you on behalf of Mr.
21 Silverstein. Were you able to enter your appearance and make
22 his -- Mr. Silverstein's claim despite not being included by
23 Mr. Harley in that personal bankruptcy?

24 A. Correct, what you were just referring to as entry 31 was
25 my answer to item 26 on the docket. Mr. Harley filed something

1 called objection to entry of appearance of Kevin T. Fogerty,
2 Esquire.

3 Q. So he objected to you entering your appearance?

4 A. Correct.

5 Q. Was this a pro se representation as well where he was not
6 represented by counsel?

7 A. Correct, he had no lawyer again.

8 Q. What was the basis for him objecting to you entering your
9 appearance on behalf of Mr. Silverstein?

10 A. You know, the document that was filed didn't make -- it
11 wasn't very clear on what his reasoning was. I think he was
12 basically trying to say Mr. Silverstein wasn't owed any money,
13 and, therefore, I had no basis to enter an appearance for Mr.
14 Silverstein to represent him.

15 Q. In any event, after that hearing occurred this -- there
16 was a resolution to this bankruptcy petition also if we go to
17 entry 41 on October 2nd of 2012.

18 A. Yes, sir. The case was dismissed because he didn't pay
19 the filing fee.

20 Q. So on that date, October 2nd, 2012?

21 A. That was the date of dismissal, yes, sir.

22 Q. But despite that dismissal, you were still delayed in the
23 interim in terms of your collection efforts?

24 A. Absolutely, if this was filed in May and that date you
25 referred to, we could do nothing.

1 MR. BRANDLER: Your Honor, I have no further
2 questions. I would move admission of the documents I
3 previously referred to, and I believe that would be exhibit
4 20.4, 27.32, 16.6, 17.7, 17.8, page -- only the page that he
5 read from -- I believe that -- 20.7 as well.

6 THE COURT: Any objection, Mr. O'Brien?

7 MR. O'BRIEN: No objection and no questions.

8 THE COURT: They'll be admitted. No questions?

9 MR. O'BRIEN: No questions.

10 THE COURT: You may step down.

11 THE WITNESS: Thank you, Your Honor. Have a nice
12 day.

13 MR. BRANDLER: I call Marshall Silverstein.

14 MARSHALL SILVERSTEIN, called as a witness, being duly
15 sworn, testified as follows:

16 DIRECT EXAMINATION

17 BY MR. BRANDLER:

18 Q. Good afternoon, Mr. Silverstein. I will try to keep my
19 voice up. I know unfortunately you have difficulty hearing.
20 At any time you can't hear me, let me know, all right?

21 A. Yes.

22 Q. All right. How old are you, sir?

23 A. Eighty-three years old.

24 Q. And where do you currently live?

25 A. Allentown, Pennsylvania.

1 Q. And are you married, or do you live alone?

2 A. I'm married.

3 Q. And do you live with your wife?

4 A. Yes.

5 Q. How old is she?

6 A. Eighty.

7 Q. And are you currently employed or retired?

8 A. I am retired.

9 Q. And what are you retired from? What was your occupation?

10 A. Initially I had clearance for atomic energy. I worked
11 with atomic energy, and after a while I switched to a private
12 handbag manufacturing operation.

13 Q. And did you own your own businesses, or were you an
14 employee of somebody else or both?

15 A. The handbags I was my own employee.

16 Q. You owned that business?

17 A. Yes.

18 Q. And what's your educational background?

19 A. I have two college degrees. The second one is from
20 Columbia University, engineering.

21 Q. How long have you lived in the Allentown area?

22 A. Since 1958.

23 Q. And I noticed you came up in a wheelchair. Can you
24 describe -- do you have some physical disabilities?

25 A. Yes, my legs can't carry me.

1 Q. And do you have any other physical problems that you're
2 dealing with?

3 A. Yes, CHF, congestive heart failure.

4 Q. If at any time you feel stressed out during my
5 questioning, just let me know and we can take a break, all
6 right?

7 A. Yes.

8 Q. Have you ever testified in court before?

9 A. Yes.

10 Q. So you're familiar with this process?

11 A. Yes.

12 Q. All right. How is your wife's health?

13 A. She has dementia now for the past -- about 15 years.

14 Q. I see. Did you ever engage in any financial transactions
15 with Mr. Harley, the defendant in this case?

16 A. Yes.

17 Q. And can you tell us approximately when you started dealing
18 with Mr. Harley?

19 A. I believe it was 2006.

20 Q. And how did you meet Mr. Harley in the beginning? How did
21 it come to be you met him and started dealing with him?

22 A. A friend of mine Henry Cohen introduced me to him.

23 Q. And who was Henry Cohen, a friend of yours?

24 A. Yes.

25 Q. And had he been a long time friend of yours prior to his

1 introduction of Mr. Harley to you?

2 A. Would you repeat that, please?

3 Q. How long have you known Mr. Cohen prior to him introducing
4 to you to Mr. Harley?

5 A. I would say ten years.

6 Q. Did you ever engage in any business dealings with Mr.
7 Cohen?

8 A. No.

9 Q. That was just a personal friendship?

10 A. Yes.

11 Q. I see. Do you and Mr. Cohen belong to the same synagog?

12 A. No, he doesn't live in Allentown.

13 Q. I see. And what was the reason Mr. Cohen introduced you
14 to Mr. Harley?

15 A. A way to invest your money and get good returns.

16 Q. And were you looking for a place to invest your money and
17 get good returns?

18 A. Yes.

19 Q. Did you have a substantial amount of money to invest?

20 A. Yes.

21 Q. And approximately -- did you end up investing money with
22 Mr. Harley?

23 A. Yes.

24 Q. About how much money did you end up investing with Mr.
25 Harley?

1 A. Approximately \$240,000.

2 Q. And other than the Lexus -- the jury heard about this
3 \$40,000 Lexus that you were able to recover from Mr. Harley,
4 have you gotten any of that money back?

5 A. No.

6 Q. Was that basically your life savings?

7 A. No.

8 Q. You have other money to live on?

9 A. Yes.

10 Q. Okay. And tell me more about when you met Mr. Harley --
11 you said it was introduction by Mr. Cohen. Did Mr. Harley talk
12 to you about this financial opportunity that he would present
13 to you? What did he tell you?

14 A. Yes.

15 Q. What did he say? What did he tell you that -- what was
16 the deal that he presented? Did he say -- let me strike that.
17 Did he say that him and his company owned anything, any
18 valuable assets?

19 A. Repeat that.

20 Q. What did Mr. Harley tell you as far as what his company,
21 what he personally owned?

22 A. Oh, oil reserves in Texas.

23 Q. Did he tell you how valuable they were?

24 A. Astronomical numbers. I think it was billions of dollars.

25 Q. Did he tell you about any other things his company owned,

1 any other assets?

2 A. Yes, he had government treasury checks, two of them at
3 \$500,000 each.

4 Q. 500 thousand or 500 million?

5 A. Yes.

6 Q. Which one, 500 thousand or 500 million?

7 A. 500 million. Sorry about that.

8 Q. No, that's all right. I know this is difficult. So he
9 said his company had this oil, had -- you said two \$500 million
10 checks from the Fed, Federal Reserve?

11 A. Right.

12 Q. Anything else that he said he had that was valuable?

13 A. He told me he has connections with Ben Bernanke, who was
14 the -- I believe the government treasurer at that time.

15 Q. What about any art work?

16 A. Art work -- he had two pieces of art work in the garage
17 boxed up. I couldn't see them. One was an artist by the name
18 of Settlemyre, and one was an artist of the School of da Vinci
19 -- it was either da Vinci or the School of da Vinci.

20 Q. Did he tell you how much that -- those paintings were
21 worth?

22 A. Once again, an extravagant amount of money, over a million
23 dollars.

24 Q. Do you remember where the first meeting took place between
25 you and Mr. Harley?

1 A. Yes, I believe it was in a restaurant, Olive Garden.

2 Q. Where was the Olive Garden located? What county?

3 A. Lehigh.

4 Q. And who was present at the meeting?

5 A. Harley and Mr. Cohen.

6 Q. And how long did that meeting last approximately?

7 A. Give or take an hour and a half.

8 Q. And you said that was around 2006 when you first met?

9 A. Yes.

10 Q. During that meeting, is that when Mr. Harley explained to
11 you what assets his company owned?

12 A. Yes.

13 Q. Now, besides telling you what his company owned, did he
14 tell you that you can make a lot of money? What did he tell
15 you?

16 A. Absolutely.

17 Q. What did he tell you?

18 A. He told me I could triple or quadruple my money.

19 Q. How would you be able to do that?

20 A. By his investments opening up the oil wells and some other
21 things he hoped to.

22 Q. So did he ask you for money to invest?

23 A. I believe he asked me for money the first time.

24 Q. And what did he say he was going to do with the money?

25 Why did he need your money if he was so rich and all this oil

1 and Federal Reserve notes and art? What was he going to do
2 with your money?

3 A. He needed to carry it over until he was able to get the
4 oil.

5 Q. Did he say he was going to use the money for any
6 particular reason related to the oil?

7 A. No.

8 Q. To get the oil out of the ground?

9 A. Say again.

10 Q. Did he tell you he needed your money so he can get the oil
11 out of the ground?

12 A. For the process of getting the oil out of the ground.

13 Q. If you invested with him, you said he promised you triple,
14 quadruple your money?

15 A. Yes.

16 Q. And you believed him?

17 A. Unfortunately, yes.

18 Q. Did you ever do any background check on him at that time?

19 A. No, I -- this was quite unlike me. I'm usually very
20 thorough with that. I believed my friend Henry Cohen, and I
21 did it.

22 Q. You didn't check out whether he owned oil or notes or
23 anything like that?

24 A. He showed me the notes.

25 Q. The Federal Reserve notes?

1 A. No --

2 Q. The oil note?

3 A. No, the oil note.

4 Q. I see. The promissory note?

5 A. Yeah.

6 Q. That was for \$200 million from Enpetro?

7 A. Yes.

8 Q. He showed that to you?

9 A. Yes.

10 Q. And you believed it was valid and legitimate?

11 A. Yes.

12 Q. That he was owed \$200 million, correct?

13 A. Approximately.

14 Q. On these various loans or investments, whatever you want
15 to call it that you made to Mr. Harley, did he guarantee to pay
16 you back using some of his assets?

17 A. Yes.

18 MR. O'BRIEN: Objection. That's a really leading
19 question, and it's a key question. He should ask what he said
20 --

21 THE COURT: It is. Try to trim it down a little.

22 BY MR. BRANDLER:

23 Q. What did Mr. Harley tell you as far as guarantees as far
24 as how -- why you get your money back?

25 MR. O'BRIEN: Same objection.

1 THE COURT: Just a minute. Go ahead. I will allow
2 that.

3 BY MR. BRANDLER:

4 Q. Go ahead.

5 A. He told me it was guaranteed and in writing to be returned
6 in 30 days, and another instance six months, another instance a
7 year.

8 Q. When -- did you enter into a series of transactions? Did
9 you give him the money in one lump sum?

10 A. Quite a number of transactions.

11 Q. And how did you generally give him the money? What was
12 the method that you gave him the money?

13 A. I sent him a wire to Merrill Lynch in favor of his account
14 at Mellon Bank.

15 Q. The money would come out of your bank account?

16 A. Yes.

17 Q. Where was your bank?

18 A. Lehigh Valley.

19 Q. What was the name of your bank?

20 A. M&T Bank of Lehigh Valley.

21 Q. Would you go to the bank and ask to wire funds to this
22 Merrill Lynch account?

23 A. Yes.

24 Q. How did you know where to wire the funds?

25 A. Well, he gave me wiring instructions.

1 Q. When a note would come due -- you said it was 30 days or
2 60 days these notes would come due, did you ask for your money?

3 A. Yes.

4 Q. And what did he say?

5 A. It will be coming soon, it will be coming soon.

6 Q. And did he -- what happened? Did you invest more money
7 after that -- after the note would come due and he didn't pay
8 you, did you continue to invest?

9 A. Yes.

10 Q. And all together I think you said it was about \$240,000?

11 A. That's correct.

12 Q. Do the amounts -- do you remember generally how much the
13 amounts were?

14 A. The first amount was \$10,000, and there was another amount
15 for about \$150,000, and there was a cash payment of \$16,000 and
16 two checks of \$10,000 each, and there might have been a couple
17 other wires.

18 Q. Wires and checks basically?

19 A. There was two -- one cash, two checks, and all the rest
20 were wires.

21 Q. Do you know what the term collateral means?

22 A. Yes.

23 Q. Were the loans or the investments that you engaged with
24 Mr. Harley, were they collateralized by his assets?

25 A. Yes, by the oil rights, the oil that he owned.

1 Q. Did he ever -- did you ever have any discussion with Mr.
2 Harley about charitable contributions that he said he would
3 make to your synagog?

4 A. Yes.

5 Q. What did he tell you?

6 A. We were in the middle of building a new synagog, and I was
7 the finance chairman. And he promised \$500,000 donation and a
8 loan up to \$1,500,000.

9 Q. Did you ever ask Mr. Harley how he came to be so lucky to
10 own all this valuable oil and valuable art work?

11 A. If I remember correctly, somebody's death and he inherited
12 them.

13 Q. Did you ever ask him why he didn't just sell the oil?

14 A. Say again.

15 Q. Did you ever ask him why he just didn't sell his oil, why
16 is he asking you for money?

17 A. It puzzles me. I kept asking him to show the -- to get
18 the oil out of the ground. He said, no, it's not time, the
19 price of oil is going up. And at one time I know I told him
20 this is the time to sell, the price of oil is going to go down.

21 Q. How long did you continue to invest with Mr. Harley before
22 you realized you weren't going to get any of your money back?

23 A. Oh, less than three years.

24 Q. Would that be sometime in 2009?

25 A. Yes.

1 Q. What did you do after you realized you weren't going to
2 get any money back?

3 A. Through my attorney.

4 Q. Did you ever go to Mr. Harley's house and confront him?

5 A. Once.

6 Q. Tell us about that.

7 A. To Mr. Cohen -- I said, Henry, I am not getting anywhere
8 with Mr. Harley for collecting money under the contracts. And
9 he said to me, maybe it's time to visit him in his home, not in
10 a business place. So Henry took me up there.

11 Q. And where was that located?

12 A. In the Poconos, Shawnee on the Village or something like
13 that.

14 Q. Did you and Mr. Cohen go to Mr. Harley's house?

15 A. Yes.

16 Q. And did you meet with Mr. Harley?

17 A. Yes.

18 Q. And what happened?

19 A. He was extremely perturbed with Mr. Cohen for bringing me
20 there unannounced.

21 Q. And did you discuss with him why you hadn't gotten any of
22 your money for two, three years?

23 A. Yes.

24 Q. What did he say?

25 A. His answer was always soon, soon, soon, and he had other

1 schemes lined up, too.

2 Q. So you didn't get anywhere as a result of that meeting?

3 A. No.

4 Q. You said you went to visit your attorney. Was that Mr.
5 Fogarty?

6 A. Yes.

7 Q. You told him your story?

8 A. Yeah.

9 Q. He filed the lawsuit?

10 A. Yes.

11 Q. You finally -- as a result of Mr. Fogarty, that lawsuit,
12 you got a judgment against Mr. Harley?

13 A. Yes.

14 Q. In court for over a million dollars, correct?

15 A. Yes.

16 Q. That is right? All right. After you got that judgment,
17 did there come a time when you and your attorney reported this
18 to law enforcement, to the FBI?

19 A. Yes.

20 Q. And that's how this case started?

21 A. Yes.

22 Q. You met with Mr. Browning and myself?

23 A. Yes.

24 Q. All right. I want to show you some exhibits now, Mr.
25 Silverstein, and see if we can elaborate on some of the things

1 you said. Can we have 27.1? It will be on that computer
2 screen in front of you. If you have difficulty seeing that, we
3 can enlarge them. I have also the papers --

4 A. There you go.

5 Q. Is that better?

6 A. Yes. What's your question?

7 Q. The question is, do you recognize that document?

8 A. Yes.

9 Q. What do you recognize it to be?

10 A. If you go below there's a list of 20 odd things that have
11 to be confidential. There it goes -- business records,
12 financial statements, customer lists, trade secrets, technical
13 information, products, inventions, product design information,
14 pricing structure, discounts, costs, computer programs --

15 Q. All right. I think that's enough. There's some
16 handwriting on the side that says ask Cohen about. Whose
17 handwriting is that?

18 A. I don't recall why that's on there.

19 Q. But do you know whose handwriting? Is that your
20 handwriting?

21 A. Not my handwriting.

22 Q. Okay. On the bottom left there's some initials.

23 A. There's no initials there.

24 Q. Just enlarge that.

25 A. Harley's.

1 Q. RJH?

2 A. Yes.

3 Q. This document, this confidentiality agreement, did you
4 enter into a confidentiality agreement with Mr. Harley?

5 A. Yes.

6 Q. Can we go to the last page? Does it appear it was signed
7 by Mr. Harley?

8 A. Mr. Cohen, and maybe my signature is at the bottom.

9 Q. It appears Mr. Cohen's signature below that. But above
10 that, does it appear Mr. Harley signed it?

11 A. Yes.

12 Q. All right. And but you entered into this confidentiality
13 agreement with him. Can we go to the first page in -- I just
14 want to get the timing of this. Can we just enlarge the first
15 two sentences right there? It shows the effective date?

16 A. February something 2006.

17 Q. It's between who?

18 A. RJH and Company and Henry Cohen and Marshall Silverstein.

19 Q. So was this one of the first items that you had to engage
20 in before you started investing the money with Mr. Harley, this
21 confidentiality agreement? This would have been one of the
22 first documents --

23 A. I don't think so.

24 Q. Was there stuff before this as well? You believe there
25 was or there was not? I didn't catch your answer.

1 A. I believe I gave him money before this confidentiality --
2 or it may be the same time.

3 Q. We will go through the records, and we will see if we can
4 work it out. Can we have exhibit 27.2? Do you recognize this
5 document?

6 A. Yes.

7 Q. What do you recognize it to be?

8 A. It's a fax cover from me to Henry Cohen.

9 Q. And you say a fax cover. It was the -- did you have a fax
10 machine at your house?

11 A. Yes.

12 Q. And you would use it to correspond to -- to various
13 people?

14 A. Yes.

15 Q. All right. And could you just read what this fax says
16 because I think it gives the date, the date next to your name?

17 A. 9/20/06.

18 Q. So the confidentiality agreement was in February of '06.
19 This is now in September of '06. Just read what the note says.

20 A. Could you tell me I have not given him money before --

21 Q. Just read what that says on the fax.

22 A. Okay. Note dated 9/20/06 is original. 9/20/06 is a
23 corrected copy -- did I say 9/20? 9/21/06. I have several
24 more changes that I want to make, please call me as early as
25 you can as he would like the money wired tomorrow, Thursday.

1 Thanks, Marshall.

2 Q. When you say please call me as early as you can because he
3 would like the money wired, who are you referring to?

4 A. Harley.

5 Q. You were sending this to your friend Cohen to look over?

6 A. Right.

7 Q. Before you sent him the money?

8 A. Right.

9 Q. All right. Can we go to the next page? Is that the note
10 you were sending to Henry to look over before you sent in your
11 money?

12 A. I believe so.

13 Q. And the title says secured corporate promissory demand
14 note?

15 A. Yeah, the second paragraph -- first sentence says in
16 return for the loan of \$10,000, the satisfactory and full
17 receipt of -- and full receipt of which is hereby acknowledged.
18 Obviously, I am giving the money before I signed this note.

19 Q. And does the note indicate -- go to Paragraph 3 of the
20 \$10,000, how much money you're going to get in return?

21 A. Borrower will pay the principal due on or before the end
22 of the term of this loan.

23 Q. I think you're reading Paragraph 2. I'm asking you to
24 read Paragraph 3.

25 A. Oh, sorry. The fee shall be the same rate as three times

1 the amount of said loan of \$10,000 or \$30,000. The fee shall
2 be due to the note holder on or before the maturity date.

3 Q. And now the maturity date is in Paragraph 2. So can we go
4 up to Paragraph 2. Now, what does that one say?

5 A. At the end of this loan which date shall be on or before
6 30 days hereafter referred to as the maturity date.

7 Q. So in 30 days you're going to triple your money?

8 A. Yes.

9 Q. 10,000 will become 30,000, right?

10 A. Right.

11 Q. According to this note. And if we go to the last page of
12 the document, there's signatures there?

13 A. Yeah, Richard Harley. He signed CEO of RJH, and he signed
14 it individually as Richard Harley.

15 Q. As the guarantor?

16 A. Yes.

17 Q. Was this note eventually used to -- well, before we get to
18 that, let's go to 27.3.

19 A. It's a wire from my bank.

20 Q. Which was Embassy Bank, right?

21 A. Which is Embassy Bank.

22 Q. And the date?

23 A. The date 9/21/2006.

24 Q. Which is the same date that was on the note?

25 A. Right.

1 Q. And the wire amount if --

2 A. \$10,000.

3 Q. Scroll down, please. There was a fee of \$15?

4 A. Yeah.

5 Q. And the receiving bank's name was where?

6 A. Receiving bank was Mellon.

7 Q. Then the beneficiary?

8 A. Was Merrill Lynch.

9 Q. Then it says special instructions. What does it say?

10 A. For RJH and Company.

11 Q. It has an account number?

12 A. 88107051.

13 Q. Is this the first money you wired to Mr. Harley in
14 connection with your financial transactions with him?

15 A. Correct.

16 Q. All right. The note that we previously looked at, 27.2
17 was the note relating to this wire transfer?

18 A. Right.

19 Q. All right. If we go to 27.3 -- before we get to that,
20 sorry -- that was 27.3. If we go to 27.4. You said you
21 received wiring instructions from Mr. Harley. Are these wiring
22 instructions?

23 A. Yes.

24 Q. And would this be what you received -- you knew where to
25 wire the money?

1 A. Right.

2 Q. Can we go to 27.5?

3 A. Wire transfer.

4 Q. What was the date on this wire?

5 A. 10/20/06.

6 Q. And the amount of this wire transfer?

7 A. \$10,000 plus the \$15 fee.

8 Q. It went to the same bank, to Mr. Harley's bank?

9 A. Yes.

10 Q. Now, can we go back to the top, please? This wire took
11 place on October 20th of 2006?

12 A. Correct.

13 Q. The note that you had initially, which was exhibit 27.2,
14 was supposed to be coming due 30 days from September 21st,
15 which would have been October 20th. This would have been the
16 date you were supposed to get \$30,000?

17 A. Correct.

18 Q. But you didn't get 30,000, correct?

19 A. Correct.

20 Q. You invested another ten?

21 A. Right.

22 Q. Why did you invest another ten?

23 A. That's my personal fallacy.

24 Q. I am not trying to condemn you. I'm sorry the way that
25 was phrased. What did Mr. Harley tell you that caused you to

1 give him another \$10,000?

2 A. I can't remember exactly.

3 Q. Was it similar to --

4 A. I didn't send him any more -- any money unless he
5 requested it.

6 Q. But was it under similar premises why you initially
7 invested with him, he owned all this oil, Federal Reserve notes
8 --

9 MR. O'BRIEN: Objection, objection, leading question.

10 THE COURT: It is leading.

11 BY MR. BRANDLER:

12 Q. Was it based on the same circumstances as your initial
13 investment?

14 A. Yes.

15 Q. There was never -- was there ever a point in time when Mr.
16 Harley told you, by the way, I don't own any oil or I don't own
17 Federal Reserve notes or valuable art?

18 A. Never.

19 Q. All right. So 27.5 I think we went through, that was a
20 10,000 request wire on 10/20/06. Can we have 27.5 A.?

21 A. This was a note from RJH signed by Harley that says,
22 strictly confidential, as promised enclosed is a sanitized copy
23 of the oil reserves assignment.

24 Q. Instrument?

25 A. Instrument.

1 Q. The date on this fax?

2 A. 10/26.

3 Q. '06. So it's about six days after you invested the second
4 \$10,000?

5 A. Uh-huh.

6 Q. You said you had a fax machine in your house. Could you
7 scroll to the top?

8 A. State that again.

9 Q. I'm sorry. I asked her to just scroll to the top. Were
10 those documents faxed to your house, your home fax machine?

11 A. Yes.

12 Q. All right. There's a fax header at the top from a 570
13 telephone number to you, correct?

14 A. That's my number.

15 Q. That's your number?

16 A. Yeah, the fax number is my number.

17 Q. Maybe we should take a break. I think maybe -- needs --
18 apparently he needs some -- do you need some of your medicine?

19 A. I got it.

20 MR. BRANDLER: Can I approach the witness?

21 THE COURT: Sure. Do you want to take a break? I am
22 happy to do that.

23 MR. BRANDLER: His aide said he needed this. If you
24 need a break, let us know. You're okay?

25 THE WITNESS: Yeah.

1 MR. BRANDLER: All right.

2 THE COURT: All right.

3 BY MR. BRANDLER:

4 Q. This fax was from Mr. Harley to you with some sanitized
5 copy of a document. Can we go to the next page? Can you read
6 what it says at the top there?

7 A. At the top?

8 Q. Yes.

9 A. Oil reserves assignment instrument?

10 Q. Instrument. Yeah, just read that.

11 A. This agreement executed the 22nd day of 2006 by and
12 between RJH and Company, Post Office Box 337, Shawnee on the
13 Delaware, Pennsylvania, U.S.A., hereinafter referred to as
14 assignor and hereby sometimes referred to as assignee.

15 Q. So he crossed out or he blacked out the name of the
16 assignee on this, that's what he --

17 A. Yes.

18 Q. The sanitized version, right?

19 A. Right.

20 Q. And then the first paragraph says what? Whereas?

21 A. The assignor is the owner of approximately ten million
22 barrels of a certain corporate note.

23 Q. Of oil -- ten million barrels of --

24 A. No, it doesn't say that.

25 Q. It doesn't ?

1 A. Of a corporate note and then gives the number of it, M.
2 20092497 and following proven reserves of crude oil and whereas
3 the assignee wishes to establish a bank line of credit based
4 upon the assignment of ten million barrels of proven reserves
5 of crude oil.

6 Q. It has to do with the assignment of ten million barrels of
7 oil?

8 A. Yes.

9 Q. And what did Harley tell you about his ownership of this
10 ten million barrels of oil?

11 A. He didn't give me a bonus or didn't state a bonus on the
12 number of gallons. He stated a specific number that he would
13 owe me.

14 Q. All right. Did you understand this document when he sent
15 it to you? Did you understand what it was purported to
16 represent to mean?

17 A. Yes.

18 Q. What did you understand it to be?

19 A. That he was eventually going to sell the oil and I would
20 get my money, and I believe there's language in there about
21 when I would get my money.

22 Q. So you thought he was selling the oil, that's how you were
23 going to get your money?

24 A. Right.

25 Q. I got you. All right. And the last page of this document

1 has some signatures there on the top. It has Richard Harley as
2 president and CEO as the assignor and someone named Carol
3 Wilson --

4 A. I don't know who Carol Wilson is.

5 Q. Right. So you never contacted Carol Wilson to verify that
6 any of this was getting sold or anything of that nature,
7 correct?

8 A. Yes.

9 Q. But at this point when you received that, how did that
10 make you feel as far as the likelihood you were going to get
11 paid since there was this deal in the works?

12 A. It made me feel good. Along the way I started doubting
13 it. I don't know approximately when I started doubting it.

14 Q. All right. Can we go to 27.6? Is this another document
15 Mr. Harley faxed to you?

16 A. Yes.

17 Q. The date on this one is December 26 of 2006, correct?

18 A. Yes.

19 Q. And what does it say at the top, the letterhead?

20 A. Donald C. Kesterson, petroleum geologist.

21 Q. It has his address somewhere in West Virginia on the left?

22 A. Yes.

23 Q. All right. And it appears to be a letter dated December
24 13th of 2005, which would be about a year earlier?

25 A. No, 2006.

1 Q. I am talking about the date here.

2 A. Oh, December 13th, 2005.

3 Q. It's a letter from -- this purports to be from Kesterson
4 to Mr. Harley?

5 A. Yeah.

6 Q. This is something he sent to you, correct, Mr. Harley?

7 A. Yes.

8 Q. And why did he send it to you? Did you ask for it?

9 A. I couldn't tell you. Maybe I started doubting, and he
10 decided to send it to me.

11 Q. On the last page of this document -- go to the last page,
12 please. There's more wiring instructions?

13 A. Yes.

14 Q. Did you make more investments after you got this document?

15 A. This was the same thing sending money to Merrill Lynch in
16 favor of RJH and Company.

17 Q. All right. I -- the date of this fax if we go to the top
18 from Kesterson is December 26th of '06, correct? Do you see
19 that?

20 A. Correct.

21 Q. If we go to exhibit 27.7, did you wire money --

22 A. Yes.

23 Q. -- the same day you received that to Mr. Harley?

24 A. Yes.

25 Q. And is that what 27.7 is, another wire?

1 A. Yes.

2 Q. And the date is 12/26/06 from you. What's the amount of
3 this wire transfer now?

4 A. It was for \$55,000 and a \$15 fee.

5 Q. And then if you scroll down, that's your signature
6 authorizing the transfer of the money, correct?

7 A. Yes.

8 Q. And to the same place, to RJH and Company's account?

9 A. Yes.

10 Q. Can we go to 27.8? Can we first get the fax header at the
11 top? Was this another fax from Mr. Harley to you, this one
12 January 30th, 2007?

13 A. Uh-huh.

14 Q. Is that a yes? There's a court reporter so we can't --

15 A. It says, copy, strictly confidential, copy of oil
16 production note.

17 Q. Is this something he faxed to you to show he had oil,
18 right?

19 A. Yes.

20 Q. Can we go to the next page? Can you flip it?

21 A. That's okay.

22 Q. Do you remember seeing this document, this oil production
23 note?

24 A. Yes.

25 Q. And on the top left there's some handwriting. Can you

1 enlarge that, please?

2 A. Capital -- oh, certified as a true and correct copy from
3 the original 12/1/97, Christa Bowen.

4 Q. Christie Bower I believe it says. Do you know who
5 Christie Bower is? Have you ever met her or heard of her?

6 A. No.

7 Q. Did Mr. Harley ever tell you who she was?

8 A. No.

9 Q. This company, Enpetro, LPC, Inc., have you ever heard of
10 Enpetro, LPC, Inc., prior to meeting Mr. Harley?

11 A. Yes -- repeat your question.

12 Q. Have you ever heard of Enpetro, LPC, Inc., before you met
13 Mr. Harley?

14 A. Oh, no.

15 Q. Did you even know if it was a valid company?

16 A. No.

17 Q. All right. The amount of this note, can you just enlarge
18 the amount? How much is the amount?

19 A. \$200 million.

20 Q. And supposedly this note represents a debt from Enpetro
21 for \$200 million?

22 A. Right.

23 Q. Is that what you understood it to be?

24 A. Uh-huh.

25 Q. Did Harley explain that to you?

1 A. I'm sure he did, but I can't say for sure.

2 Q. All right. Can you scroll up, please? Did you ever
3 contact anyone from Enpetro, LPC, Inc.?

4 A. No.

5 Q. There's some signatures on the bottom. Someone signed for
6 Enpetro as corporate secretary treasurer. Do you know who that
7 person was?

8 A. I have no idea.

9 Q. And the date of issue is September 24th of 1997?

10 A. Right.

11 Q. You invested your money in 2007?

12 A. Right.

13 Q. That was about ten years before?

14 A. Uh-huh.

15 Q. Did you understand that?

16 A. Yes.

17 Q. Did you know whether or not this money was still owed to
18 Mr. Harley or not?

19 A. I didn't question it.

20 Q. Did you believe it was a valid document?

21 A. Yes.

22 Q. Is that why you continued to invest?

23 A. Yes.

24 Q. All right. I will go to exhibit 27.9. And this appears
25 to be another note issued from Mr. Harley's company to you, the

1 date February 9th of '07. After you got the oil note in
2 January 30th of '07, there's another note there? Do you see
3 that?

4 A. Yes, I do.

5 Q. And did you invest more money with Mr. Harley after you
6 had gotten the oil production note?

7 A. Uh-huh.

8 Q. How much now did you invest?

9 A. About \$150,000 -- I think 150,000 was the sum of
10 everything I gave him to that --

11 Q. To that point?

12 A. Yes.

13 Q. Total. So he hadn't paid you anything on the prior notes,
14 you just rolled it over to this new note?

15 A. Right.

16 Q. If you go to Paragraph 3, you were going to get how much
17 back from this new investment?

18 A. Payment and principal and fees a total of \$500,000.

19 Q. If you go to Paragraph 2, you will get this \$500,000 on or
20 before July 9th?

21 A. Uh-huh.

22 Q. That would be in four months from the date of the note,
23 correct?

24 A. Yes.

25 Q. And did Mr. Harley promise to do that, to give you this

1 \$500,000 in four months?

2 A. Yes.

3 Q. And can we go to the last page? Does it appear to be
4 signed?

5 A. It's signed by Richard Harley for RJH and Company, CEO and
6 as a personal guarantor.

7 Q. Can we have exhibit 27 -- the date of that note was
8 February 9th of 2007. Can we have 27.10? Do you recognize
9 this document?

10 A. Yes.

11 Q. What is it?

12 A. It's a different kind of partnership. Harley is the owner
13 of a certain oil painting attributed to J. Lee Settlemyre, the
14 description which is incorporated herein and attached hereto
15 and marked exhibit A. sometimes referred to as a subject work
16 of art.

17 Q. Continue reading.

18 A. Whereas the painting estimated fair value is approximately
19 \$1.8 million and whereas in consideration of the immediate
20 payment to Harley in the amount of \$75,000, Harley agrees to
21 transfer 50 percent ownership interest in and to the subject
22 work of art to Silverstein pursuant to the following terms and
23 conditions.

24 Q. Keep reading.

25 A. The agreement is entered into for the sole purpose of

1 ensuring repayment by Harley to Silverstein for certain moneys
2 advanced to Harley. The parties agree that no sale of the
3 subject work of art shall commence until after nine months from
4 the date of this agreement. In the event that Harley repays
5 the amount of \$500,000 to Silverstein prior to the date set
6 forth in Paragraph 2 above, then this partnership agreement
7 shall be rendered null and void.

8 If Harley is unable to pay Silverstein the amount set
9 forth in Paragraph 3 within the prescribed timeframe, then the
10 parties shall take all steps necessary to sell the subject work
11 of art.

12 Q. Next page.

13 A. The parties agree that they shall accept any bona fide
14 offer that is at least within 90 percent of the subject work of
15 art's fair market value as determined at the time of sale. The
16 parties shall equally divide -- the parties shall equally
17 divide the net proceeds of the sale and shall be responsible
18 for any consequence on his share of the proceeds. Harley shall
19 pay Silverstein the sum of \$500,000 from Harley's share of the
20 proceeds.

21 The parties agree to execute any and all documentation
22 necessary to carry out the terms of this agreement.

23 Q. It's signed by Mr. Harley?

24 A. Signed it.

25 Q. February 9, '07?

1 A. I don't know. I didn't sign it.

2 Q. Well, was this document faxed to you already signed by Mr.
3 Harley?

4 A. Uh-huh.

5 Q. Is that why you didn't sign it?

6 A. I guess so.

7 Q. And as opposed to the other agreements, notes that you
8 were entering into -- can we have Page 1 of the partnership
9 agreement?

10 A. State again.

11 Q. I am just talking to my assistant here. This agreement
12 was between Mr. Harley personally and you, not between you and
13 the RJH company, correct? Do you see the first sentence?

14 A. Yes.

15 Q. And the second paragraph that you read -- it says Harley
16 is the owner of the painting, correct, not RJH?

17 A. Correct.

18 Q. The next sentence says the painting is worth \$1.8 million?

19 A. Yes.

20 Q. And that's what you believed to be true, correct?

21 A. No.

22 Q. You didn't believe it?

23 A. No.

24 Q. Why did you enter into the partnership agreement?

25 A. I didn't feel different about it until after this and I

1 called up a library somewhere in the midwest where Settlemyre
2 was the head of the art department, and he had died. And I
3 asked them what was the approximate values of the painting.

4 MR. O'BRIEN: Objection. Hearsay.

5 MR. BRANDLER: It's not offered for the proof of what
6 the value is. It's what he believed.

7 THE COURT: No.

8 BY MR. BRANDLER:

9 Q. What you are saying is it accurate you did some research
10 about the value of the painting?

11 A. Yes.

12 Q. After did you your research, you entered into this
13 agreement? You had this partnership with him, and you --

14 A. No.

15 Q. You never entered into this partnership?

16 A. I entered the partnership, but I didn't investigate it
17 until later.

18 Q. I see. So you entered into the partnership and researched
19 it later; is that right?

20 A. Yes.

21 Q. Now, on the second page there's some handwriting. Whose
22 handwriting is all that?

23 A. That's mine.

24 Q. Could you read it to us?

25 A. As this reads to me is that I receive one half of the

1 sale's price of the painting plus \$500,000 debt, do you agree.

2 Q. And half of the sales price is worth \$1.8 million, so that
3 would be \$900,000?

4 A. Half the sale's price I think was \$500,000. Am I correct?

5 Q. You said he owed you \$500,000 from your notes. When the
6 painting is sold for 1.8, you will get half of that, too?

7 A. Yes.

8 Q. And that's how Harley was going to pay you back your
9 \$500,000 from the proceeds of the sale?

10 A. Yes.

11 Q. And the third page of this document, this -- another
12 document he faxed to you in connection with this partnership
13 agreement?

14 A. Richard Harley --

15 Q. Is this part of the package that he faxed you? It has the
16 fax up at the top.

17 A. That was sent to me by Richard Harley.

18 Q. That was the painting that was going to get sold for \$1.8
19 million?

20 A. Yes.

21 Q. This is talking -- it's called the Provenance. Do you
22 know what Provenance means?

23 A. (No audible response.)

24 Q. That's all right.

25 THE COURT: Just a minute. Is that a no?

1 THE WITNESS: I said no.

2 THE COURT: You said no? Okay.

3 MR. BRANDLER: That's fine.

4 BY MR. BRANDLER:

5 Q. Just read what it says below Provenance.

6 A. Richard Harley, the present owner of the oil painting
7 attributed to J. Lee Settlemyre has been the owner since 1991
8 upon the untimely death of his dear friend Yolanda B. Blake
9 December on 24th, 1991. The oil painting was purchased by
10 Christopher Blake, M.D., and Yolanda B. Blake, his wife, from
11 Julius Lee Settlemyer on August 2nd, 1974.

12 Q. All right. Can we go to 27.11? The second page is a fax
13 header. Was this additional documents that was faxed to you
14 from Mr. Harley?

15 A. Uh-huh.

16 Q. Is that yes -- you have to answer yes or no because when
17 you say uh-huh --

18 A. That's a letter from the library to Mrs. Jackie Harley.

19 Q. And it's dated September 23, 2005?

20 A. Yes.

21 Q. And then there's some handwriting on the side. It says
22 provided by Harley. Whose handwriting is that? Whose
23 handwriting is over here?

24 A. I don't think it's mine, but it could be.

25 Q. All right. And the rest of this document, there's a lot

1 of material relating to this artist Mr. Settlemyer. Go to the
2 next page.

3 A. Article from the newspaper about the artist.

4 Q. That was all faxed to you by Mr. Harley?

5 A. Uh-huh.

6 Q. He sent it to you?

7 A. I'm not sure where I got it from.

8 Q. Can we go -- do you see the fax on the top?

9 A. Harley sent it to me.

10 Q. Do you see where it says -- right where I circled it from?
11 Do you see where it says from?

12 A. RJH and Company.

13 Q. Is that part of what he faxed to you regarding this
14 painting?

15 A. You have that repeat that.

16 Q. All right. You said earlier you got this document via a
17 fax. You got a fax machine in your house?

18 A. Yeah.

19 Q. Was this part of it?

20 A. Yeah.

21 Q. That's not a trick question.

22 A. Yes.

23 Q. Can we have 27.12?

24 A. This is the picture we were referring to.

25 Q. Can you enlarge what it says about it, the typed portion?

1 What does it say?

2 A. Attached, Marshall, is a picture of the oil painting by
3 Julius Lee Settlemyer.

4 Q. From Richard -- Richard?

5 A. He signed it Richard.

6 Q. He gave this to you to show you what the picture looks
7 like that you're going to sell?

8 A. Right.

9 Q. You will get this money so he can pay you back?

10 A. Uh-huh.

11 Q. Go to 27.13.

12 A. Same picture.

13 Q. No, this is a new one. Was there another piece of art
14 besides the Settlemyer that he said he owned? You said
15 something about the school of -- I don't remember -- Rembrandt
16 or --

17 A. This was not sent to me by Harley.

18 Q. All right. Where did you get it from?

19 A. Henry Cohen.

20 Q. What was the purpose of Henry Cohen giving you this
21 document? Why did you get this?

22 A. I asked Henry if he knew -- if he knew what the works of
23 art were worth.

24 Q. Did you have any discussion with Mr. Harley about another
25 piece of art by an artist named Titian?

1 A. That's this.

2 Q. Did you have a discussion with harley about whether he
3 owned it or not?

4 A. Yeah.

5 Q. What did he say?

6 A. A very valuable painting, it was either done by Titian or
7 the House of Titian.

8 Q. So he was making personal guarantees on your loans?

9 A. Yes.

10 Q. He owned all this valuable art?

11 A. Yes.

12 Q. You believed that to be true?

13 A. Yeah.

14 Q. Can we have 27.14?

15 A. It's a fax from RJH and Company.

16 Q. To you?

17 A. To me.

18 Q. All right. Let's see what it says.

19 A. February 9, 2007.

20 Q. February 9, 2007. The title of the document says what?

21 A. Temple Beth El capital campaign fund.

22 Q. What does it say?

23 A. RJH and Company, Inc., does hereby pledge the sum of
24 \$500,000 to Temple Beth El campaign fund from the profits
25 gathered from its investments. RJH and Company agrees to loan

1 the Temple Beth El the sum of one and a half million dollars
2 from the profits generated from its investments dated this 9th
3 day of February, 2007.

4 Q. There is some handwriting. Is that your handwriting?

5 A. Yes.

6 Q. What does it say?

7 A. I know this is no time on investment specification, but we
8 have a verbal agreement.

9 Q. There's a signature by Mr. Harley as CEO, right?

10 A. Right.

11 Q. All right. You said you were the campaign finance
12 chairman or the --

13 A. I was campaign funds chairman.

14 Q. Campaign fund chairman of the synagog. So you -- were you
15 happy to be getting this --

16 A. Sure.

17 Q. -- money?

18 A. Sure.

19 Q. Did the synagog ever get the money?

20 A. No.

21 Q. Can we go to 27.16? What's the date on this fax?

22 A. July 7, 2007.

23 Q. So the other one we saw with the campaign fund was
24 February 9th of '07. Now, we're about five months past. Let's
25 go down -- is this another one you received from Mr. Harley?

1 Let's look at the top.

2 A. This note --

3 Q. Before you read it --

4 A. What?

5 Q. I just want to her to scroll to the fax. You said you
6 didn't know if you received it.

7 A. Yeah, RJH and Company.

8 Q. All right. Now, you can read it.

9 A. Temple Beth El capital campaign. RJH and Company does
10 hereby pledge the sum of \$250,000 to Temple Beth El campaign
11 fund from the profits generated from its investments. RJH and
12 Company company agrees to make a loan to Temple Beth El not to
13 exceed \$1.5 million from the profits generated from its
14 investments dated the 9th of July 2007.

15 Q. So the temple will get another \$250,000?

16 A. I don't believe so. I think he was reducing it from 500
17 to the 250 signed by Richard Harley, CEO.

18 Q. Why did he reduce it? Why did he tell you he was reducing
19 it?

20 A. I don't know.

21 Q. All right. If we go to -- that was dated July 7th of '07.
22 Can we go to 27.15? Before we enlarge that, can you just get
23 the date on the top, please? Is that the same date, July 7th
24 of 2007?

25 A. Yes.

1 Q. That was --

2 A. From RJH and Company.

3 Q. And did you enter into another investment with him on that
4 day?

5 A. Secured corporate promissory demand note. Borrower's
6 promise to pay the promissory note. The note, is made this 9th
7 day of July 2007. In return for the loan of \$150,000, the
8 satisfactory, full -- satisfactory full receipt is hereby
9 acknowledged by RJH and Company whose corporate address is Post
10 Office Box --

11 Q. You don't need to read all that. Thank you. I just want
12 to get when -- the amount you were going to get back according
13 to this document on Paragraph 3 says you will get \$500,000 of a
14 150,000 loan, correct?

15 A. Correct.

16 Q. It's going to be due in Paragraph 2 on September 9th,
17 which is two months away?

18 A. Yes.

19 Q. Now, you haven't received any money up from him up to this
20 point on any of the prior notes, correct?

21 A. Didn't get any money.

22 Q. So this was rolling over the debt into a new note?

23 A. Yes.

24 Q. All right. And it's on the same day that he's pledging to
25 make these contributions to your synagog -- it was same day,

1 July 7th of '07?

2 A. Okay.

3 Q. And the following day, can we go to 27.17?

4 A. RJH and Company, dated July 8th, 2007.

5 Q. And this is another fax to you from him?

6 A. Right.

7 Q. And what is he faxing now?

8 A. Hi, Marshall, enclosed is a correct copy of our firm's
9 agreement for Temple Beth El capital fund.

10 Q. And the next page. It appears to be the same language
11 from prior, \$250,000 pledge and a \$1.5 million loan interest
12 free?

13 A. No interest.

14 Q. Right.

15 THE COURT: Mr. Brandler, are you going to be much
16 longer?

17 MR. BRANDLER: Yes.

18 THE COURT: I think we should take a 15-minute
19 recess. Members of the jury, we will take a 15-minute recess.
20 Do not discuss the case among yourselves or with anyone else.
21 If anyone attempts to talk to you about it, bring it to my
22 attention. We will adjourn at 5:00. See you back in 15
23 minutes.

24 (A brief recess was taken.)

25 BY MR. BRANDLER:

1 Q. Mr. Silverstein, when we left off, we were looking at
2 documents from July 7 and 8th, 2007, related to the Temple Beth
3 El capital fund. I want to show you a document now from July
4 9th, '07, 27.19. Is this another wire transfer of money?

5 A. Yes.

6 Q. Is this a wire transfer of money?

7 A. Yes.

8 Q. And is it from your bank?

9 A. Yes.

10 Q. To who?

11 A. To Merrill Lynch and further credit to RJH and Company and

12 --

13 Q. Going to the top, the date of the wire is July 9th, 07?

14 A. 7/9/07.

15 Q. And the amount is how much?

16 A. \$75,000.

17 Q. So you gave him another 75,000 on July 9th of '07, right?

18 A. Yes.

19 Q. Go to 27.20.

20 A. It's a wire from RJH and Company dated December -- October
21 25th, 2007.

22 Q. It's a fax, right, not a wire -- it's a fax?

23 A. It's a fax.

24 Q. Yes. And it was to you from Mr. Harley?

25 A. Correct.

1 Q. What does it say in the fax in the body?

2 A. Hi, Marshall. Enclosed is as promised a faxed copy of our
3 firm's secured promissory demand note. Our prayers and
4 blessings are with both you and your wife, best regards,
5 Richard Harley.

6 Q. Do you know what that was referred to about prayers and
7 blessings are with both you and your wife?

8 A. My wife has dementia now for about 24 years. And as far
9 as he was concerned, I can't tell you.

10 Q. Okay. Going to the next page, the note itself, can we
11 just have that highlighted?

12 A. It says secured corporate promissory demand note. This
13 promissory note is made this 25th day of October, 2007 in
14 return for the loan of \$160,000 the satisfactory and full
15 receipt, which is hereby acknowledged by RJH and Company, whose
16 corporate address is --

17 Q. You don't need to read the entire address. This is the
18 same parties, between you and RJH?

19 A. Correct.

20 Q. For \$160,000 now, so there's another \$10,000 investment?

21 A. I guess it's 10,000 was the last one, total was \$150,000.

22 Q. So in Paragraph 3, the return on this 160 now is going to
23 be how much?

24 A. \$550,000.

25 Q. It's going to be due in Paragraph 2 when?

1 A. November 15, 2007.

2 Q. So that's only three weeks from October 25th. In three
3 weeks he's going to turn that 160 into 550?

4 A. Yeah.

5 Q. Going to the last page, it's signed again?

6 A. By Richard Harley as CEO of RJH and Company and signature
7 -- signed by Richard Harley as guarantor, personal guarantor.

8 Q. And the extra \$10,000 if we go to 27.21, can you identify
9 this document?

10 A. Yes, it's a check wrote to Jacqueline Kube, which is his
11 wife, for \$10,000 as per agreement with Richard Harley. And
12 the note was from me.

13 Q. The date --

14 A. Check was -- the check was from me.

15 Q. Right. The date of the check, October 25th of '07, is the
16 same date as the note that we just looked at?

17 A. Correct.

18 Q. All right. It looks like there is an envelope at the top.
19 Did you mail the check? There's a return address and an
20 address of Jacqueline Kube. Was that mailed?

21 A. No, I mailed that.

22 Q. Right. It was mailed?

23 A. Yes.

24 Q. And why did you make the check payable to Jacqueline Kube?

25 A. By request of Richard Harley.

1 Q. Did you ask him why?

2 A. No.

3 Q. All right. Moving forward now to July of 2008, can we go
4 to 27.22? Did you make another transfer?

5 A. Yes.

6 Q. What's the amount of this transfer?

7 A. \$35,000.

8 Q. And going back to the top, the date of the transfer?

9 A. 7/24/2008.

10 Q. Was that wire transfer for the same reasons you gave the
11 prior money to Mr. Harley, the investments, the promise you
12 would get this return of money later on?

13 A. Yes.

14 Q. Can we have exhibit 1.1? I know this is difficult to see.
15 We have an agreement with counsel on bank records. But this is
16 the actual internal bank record of that \$35,000 wire transfer.
17 Do you see the amount, 35,000?

18 A. Yes.

19 Q. That's highlighted there. And the date --

20 A. Yeah.

21 Q. July 24th of 2008. It indicates it went to Merrill Lynch
22 Pierce Fenner and Smith, ultimate beneficiary, RJH and Company.
23 Go to 27.23.

24 A. A fax from RJH and Company dated July 28th, 2008.

25 Q. So that's four days after you transferred the extra

1 35,000?

2 A. Okay.

3 Q. And what was -- what was communicated in this fax from Mr.
4 Harley to you?

5 A. Sorry for the delay. As promised enclosed are the
6 following, joint venture agreement, oil analysis report, copy
7 of our firm's oil production promissory note, signed by Richard
8 Harley.

9 Q. And do you remember -- if you do -- why he sent you these
10 documents at this time?

11 A. No.

12 Q. Did you request them?

13 A. I don't remember.

14 Q. All right. Can we go to the next page? There's a
15 document that's called joint venture agreement. And if we go
16 to the next page after this, it has your signature.

17 A. Richard Harley signing for RJH and Company and as a
18 guarantor individually and my signature and Jacqueline Harley's
19 signature. Jacqueline Harley is the Jacqueline Kube.

20 Q. Do you know why Jacqueline Harley was party to this
21 agreement?

22 A. No. Perhaps I asked for his wife's signature.

23 Q. Do you know if -- is that the reason?

24 A. It could be.

25 Q. All right. Why did you want his wife signature's to be on

1 the agreement?

2 A. Because most probably his assets are combined with her
3 assets, so I didn't want a differentiation between assets.

4 Q. You thought it would protect you?

5 A. Yes.

6 Q. Let's go back to the page before, what the agreement is.

7 A. This agreement executed the 24th day of July of 2008 by
8 and between RJH and Company, and his address, and Marshall
9 Silverstein, as an adult residing at 2234 West Highland Street,
10 Allentown, P.A., 18104.

11 Q. Just keep reading. Go ahead.

12 A. You want the next paragraph?

13 Q. Yes.

14 A. Whereas party A. is the owner of certain corporate note,
15 M20092487, which has been valued by Donald C. Kesterson,
16 certified oil geologist to have a current value of one billion
17 three hundred one million seven hundred forty thousand dollars
18 three hundred dollars, and whereas party A. has agreed to
19 participate in a private placement program based upon the value
20 of its corporate note.

21 Q. Keep reading.

22 A. Whereas party A. has agreed to agree to participate in a
23 joint venture agreement for the mutual benefit. Party B. shall
24 deposit the sum of \$35,000 in party's A. Merrill Lynch account.
25 Party A. guarantees the return of party B.'s deposit together

1 with interest at a rate of three times the amount of any
2 default. Party A. will set aside a hundred thousand dollars to
3 be utilized for the benefit of party B. for the purpose of the
4 private placement program.

5 Party B. shall receive the same percentage rate as party
6 A. during the term of the private placement program. Said
7 payment will be on a weekly basis during this term. At the end
8 of this term of the private placement program, this agreement
9 shall become null and void and all obligations shall be deemed
10 paid in full.

11 In addition to this agreement party -- in addition to this
12 agreement, party A. incorporates herein the following. There
13 is due and owing to party B. the sum of \$550,000 on a corporate
14 promissory note. Party A. shall pay the party \$200,000 from
15 the proceeds received from a collateral of assignment agreement
16 it has with a movie producer. Payment will be made on or
17 before September -- no, I'm sorry -- August 7th, 2008. The
18 remainder of the \$550,000 will be paid from the first Trunch of
19 the Private Placement Program.

20 Q. Next page.

21 A. Payment is expected in one week from the start of the
22 program will commence on or before August 4th, 2008. Party A.
23 acknowledges its commitment to Temple Beth El capital campaign
24 fund dated July 9, 2007. Please note that facsimile or mailed
25 copy of the document is to be construed as the original.

1 Q. All right. So was -- we talked about this \$35,000 that
2 you wired to him on July 24th of '08. Was that in connection
3 with this agreement here?

4 A. Say that again.

5 Q. You wired \$35,000 to Mr. Harley on July 24th of '08?

6 A. Yes.

7 Q. This document is dated July 24th '08. It talks about in
8 paragraph -- item No. 1 that you're going to give \$35,000 to
9 Mr. Harley. So it was based upon the representations in this
10 agreement?

11 A. Right.

12 Q. That's why you gave him the money?

13 A. Uh-huh.

14 Q. Is that right?

15 A. Yes.

16 Q. We have 27.24.

17 A. It's a wire sent by me to Embassy to Merrill Lynch for the
18 beneficiary, address, city and state for -- for distribution to
19 RJH and Company, sub-account --

20 Q. You don't need to read all of this. Mr. Silverstein, was
21 this another wire to Mr. Harley under the same circumstances we
22 previously discussed that you were investing this money with
23 promises of high rates of return in a short period of time made
24 by Mr. Harley?

25 A. But a different project.

1 Q. And what's -- before we get to the project, what's the
2 amount of this wire?

3 A. \$15,000.

4 Q. And the date?

5 A. 8/24/2008.

6 Q. Okay. Now, you say it's for a different project. What
7 project is this for?

8 A. It was a partnership also to do with oil, but the third
9 party was involved. And they were going to -- I believe it was
10 oil -- and they were going to get it out and make a profit
11 every week and distribute the profit every week.

12 Q. And who told you that?

13 A. Mr. Harley.

14 Q. And based on that, you gave him another \$15,000?

15 A. Yes.

16 Q. And exhibit 2.1, this is an internal bank document showing
17 the wire transfer of that \$15,000 from your account to Mr.
18 Harley's account on September 4th of '08?

19 A. Correct.

20 Q. All right. Exhibit 27.25.

21 A. This is a wire from -- not a wire -- fax from RJH and
22 Company to me on February 15th, 2009.

23 Q. What does the body of the fax say?

24 A. Hi, Marshall. Closed as promised is a fax copy of our
25 firm's secured promissory demand note. Please note on October

1 24th, 2008, a joint venture agreement was signed regarding the
2 \$100,000 that will be utilized for the benefit of you. Our
3 continued prayers are with you and your wife.

4 Q. The next page -- can we have exhibit 3.1? This is a wire
5 transfer, internal bank record showing a \$10,000 wire transfer
6 from your bank at Embassy to Mr. Harley's bank?

7 A. Right.

8 Q. And it's dated February 13th, '09 and the amount of
9 \$10,000?

10 A. Correct.

11 Q. That was based upon the document that we just saw, 27.25,
12 the firm's secured -- updated promissory note, the fax that he
13 sent you? Why did you send him this new \$10,000? Do you
14 remember, Mr. Silverstein, you sent him another \$10,000 here?

15 A. Correct.

16 Q. What was the reason you sent him the money?

17 A. I don't know.

18 Q. Was it the same reasons you sent him all the rest of them?

19 A. Yes, for profits.

20 Q. Was it because you believed everything he told you was
21 true --

22 MR. O'BRIEN: Objection, leading.

23 THE COURT: It is.

24 BY MR. BRANDLER:

25 Q. Any other reasons you did it besides to make money?

1 A. Right.

2 Q. Can we have 27.26?

3 A. It's confirmation of a wire, and confirmation came from
4 RJH and Company. And Merrill Lynch was the wiring bank to
5 Mellon.

6 Q. It's a wiring instruction document; isn't that right? Can
7 you just enlarge the whole -- go to the whole page about the
8 wiring instructions --

9 A. Uh-huh.

10 Q. -- that you -- where you should send money February 17th?

11 A. Right.

12 Q. Go to 27.27. Did you wire another \$10,000 for Mr. Harley
13 four days later on February 17th?

14 A. Yes.

15 Q. Does this document reflect that, the same as we showed
16 before, Embassy Bank and Merrill Lynch?

17 A. Yes.

18 Q. For the same reasons we previously stated?

19 MR. O'BRIEN: What are they?

20 MR. BRANDLER: Well, do you want to go through them?

21 MR. O'BRIEN: I just object to the question. It's
22 too vague.

23 BY MR. BRANDLER:

24 Q. Mr. Silverstein, did you believe everything that Mr.
25 Harley was telling you, that he owned all this oil?

1 A. Up until the end.

2 Q. That he had these Federal Reserve notes, billions of
3 dollars?

4 A. Up until the end.

5 Q. Valuable art work?

6 A. What?

7 Q. Valuable art work? The art work, Settlemyer, the Titian?

8 A. I don't understand it.

9 Q. Did you believe he owned valuable art work -- he said it
10 was \$1.8 million.

11 A. Yes.

12 Q. You believed him?

13 A. Yes.

14 Q. And is that the reason you were giving him all this money
15 because you thought he was a man of substance?

16 A. Right.

17 Q. If we go to exhibit 4.1, this is another wire transfer --
18 internal bank record dated February 17th, 2009, the amount of
19 \$10,000 from your account to the Merrill Lynch account of
20 Richard Harley by agreement of counsel.

21 A. Yes.

22 Q. 27.28. Did you wire another \$3,500 to Mr. Harley March
23 24th, '09?

24 A. What?

25 Q. \$3,500.

1 A. Yes.

2 Q. These amounts -- did you decide the amounts, or how did
3 you know how much to -- how was that decided?

4 A. He dictated it.

5 Q. When you say he, you mean Mr. Harley?

6 A. Yes.

7 Q. Can we have 5.1? This is an internal bank document
8 showing the wire of \$3,500 from Mr. Silverstein's account to
9 Mr. Harley's account at Merrill Lynch Pierce Fenner and Smith
10 made out to \$3,500 on March 24th, 2009. 27.29.

11 A. This is a secured corporate promissory -- secured
12 corporate promissory note.

13 Q. This is a new one dated June 2nd, 2009?

14 A. Yes.

15 Q. What does this one say? How much is the loan now?

16 A. \$185,000.

17 Q. That's the cumulative amount that you had?

18 A. Yes.

19 Q. And going to Paragraph 3, of that 185, you're promised to
20 get how much?

21 A. Repayment to a total of \$1 million.

22 Q. And on Paragraph 2, you're going to get that on or before
23 July 2nd, 2009?

24 A. Correct.

25 Q. So in a month, you're going to get this million dollars,

1 right, according to this?

2 A. Yes.

3 Q. Note. Let's go to the last page. It's signed again by
4 Mr. Harley in his corporate capacity and as a personal
5 guarantor?

6 A. Yes.

7 Q. And he gave that to you as he did all the others?

8 A. Uh-huh.

9 Q. Can we have 27.30? Is there another joint venture
10 agreement entered into between you and RJH and Company?

11 A. Right.

12 Q. And going to the second page, it has the same signatures
13 that appear on the other joint venture agreement, correct?

14 A. Including Mrs. Harley.

15 Q. And is it accurate that this document dated June 2nd of
16 '09 is the same as the last one except the amounts have
17 changed?

18 A. Yes.

19 Q. Okay. And in number one, it is hereby agreed -- it says
20 party B., that being you, you giving a deposit of \$35,000 into
21 his Merrill Lynch account, right?

22 A. Right.

23 Q. All right. 27.33. I'm sorry. Can we have 27.30 again?
24 In the bottom of the page where it says letter A., there's an
25 acknowledgment that party A. --

1 A. There is due and owing to party B. the sum of \$1 million
2 on a corporate promissory note dated June 2, 2009. The \$1
3 million will be paid on or before July 2nd, 2009. Party A.
4 acknowledges its commitment to Temple Beth El capital fund
5 dated July 9, 2007.

6 Q. Go to 27.33. Did you write another check?

7 A. Check, yes.

8 Q. And the date is June 2nd '09?

9 A. Yes.

10 Q. How much is the check for?

11 A. \$10,000.

12 Q. That was the same date as your joint venture agreement
13 where you agreed to give him another \$35,000, the one document
14 we just looked at?

15 A. Uh-huh.

16 Q. And it's made payable to Jacqueline Kube again. Why did
17 you make it to Jacqueline Kube?

18 A. As requested by Richard Harley.

19 Q. And it says in the memo section four --

20 A. Richard Harley.

21 Q. And that's your handwriting?

22 A. Yes.

23 Q. And this is going to be the last document. I know you're
24 going to find this hard to believe, Mr. Silverstein. 27.31.

25 Is this a fax from Mr. Harley to you on July 24th of 2009?

1 A. Uh-huh.

2 Q. You have to answer yes or no because the court reporter
3 can't --

4 A. Yes.

5 Q. What does it say?

6 A. Hi, Marshall. As promised is a -- is a faxed copy of our
7 firm's secured promissory demand note. Our continued prayers
8 are with you and your wife.

9 Q. This is going to the --

10 A. Signed by Richard Harley.

11 Q. The next page. The date of the note?

12 A. July 24th, 2009.

13 Q. And it's between the same parties, you and RJH?

14 A. Right.

15 Q. And then on paragraph -- below that it says how much the
16 loan is for --

17 A. \$220,000. The satisfactory and full receipt which is
18 hereby acknowledged by the RJH and Company --

19 Q. You don't need to read any more. Can we go to Paragraph
20 3? And in return for that --

21 A. Repayment of principal and fee total \$2 million.

22 Q. And the maturity date in Paragraph 2?

23 A. August 17th, 2009.

24 Q. Which is less than a month from the date of the note,
25 correct?

1 A. Right.

2 Q. And you thought you were going to get \$2 million on August
3 17th, '09.

4 A. Right.

5 Q. But you didn't get the money?

6 A. That's correct.

7 Q. You realized you never going to get the money?

8 MR. O'BRIEN: Objection, Your Honor.

9 THE COURT: Just a minute. Sustained. Please don't
10 lead, Mr. Brandler. I understand the problem. It's not fair.
11 Restrain yourself.

12 BY MR. BRANDLER:

13 Q. At that point, did you -- at that point is that when you
14 sought a lawyer?

15 A. Yes.

16 Q. Summer of 2009?

17 A. Yes.

18 Q. Now, in addition to those wired funds and checks, did you
19 ever give Mr. Harley cash?

20 A. I gave him \$16,000.

21 Q. And did you give it all in one lump sum?

22 A. Yes.

23 Q. What were the circumstances -- why did you give him cash?

24 A. Once again, he requested he has to have it in cash.

25 Q. It was at his request?

1 A. Yes.

2 Q. And did you physically just hand it to him? Did you take
3 it out of your bank or mail it? How did you get --

4 A. No, I physically handed it to him.

5 Q. Do you remember approximately when you did that in terms
6 of this chronology here?

7 A. No.

8 Q. Beginning or the end you started --

9 A. At the end. I think it was the last payment I made to
10 him.

11 MR. BRANDLER: No further questions. I will move
12 admission of all previously identified documents without
13 reading them off.

14 THE COURT: Any objection?

15 MR. O'BRIEN: No objection.

16 THE COURT: All right. Mr. O'Brien, I take it you're
17 going to be a while?

18 MR. O'BRIEN: I prefer to start Monday.

19 THE COURT: I think we will just do it Monday. I
20 think you'd rather do it on -- members of the jury, we are
21 going to adjourn for the day until Monday. Remember not to
22 discuss the case with yourselves or among yourselves. Do not
23 expose yourself to media. You know the rules. No research of
24 any kind -- I don't care what -- social media or computer,
25 electronic device. I can't remember them all. You get the

1 message. You're to decide this case solely on what you see and
2 hear in this courtroom. Enjoy your weekend. We will see you
3 Monday morning at 9:30.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

REPORTER'S CERTIFICATE

I, LAURA BOYANOWSKI, Official Court Reporter for the United States District Court for the Middle District of Pennsylvania, appointed pursuant to the provisions of Title 28, United States Code, Section 753, do hereby certify that the foregoing is a true and correct transcript of the within-mentioned proceedings had in the above-mentioned and numbered cause on the date or dates hereinbefore set forth; and I do further certify that the foregoing transcript has been prepared by me or under my supervision.

Laura Boyanowski, RMR, CRR
Official Court Reporter

REPORTED BY:

LAURA BOYANOWSKI, RMR, CRR
Official Court Reporter
United States District Court
Middle District of Pennsylvania
Scranton, PA 18503

(The foregoing certificate of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

#				
#07-14 [1] - 28:18				
\$				
\$1,000 [2] - 64:2, 120:1	\$3,500 [4] - 201:22, 201:25, 202:8, 202:10	168:3, 172:18	11-BK-02060-JJT [1] - 137:6	141:12, 141:17, 142:24
\$1,140,000 [3] - 125:24, 126:12, 126:19	\$30 [2] - 91:12, 92:10	'07 [9] - 176:1, 176:2, 178:25, 186:24, 187:21, 189:1, 190:4, 190:17, 192:15	11:16 [1] - 116:5	18104 [1] - 195:10
\$1,289,730.40 [1] - 128:11	\$30,000 [2] - 164:1, 166:16	'08 [7] - 110:8, 110:11, 116:13, 197:2, 197:5, 197:7, 198:18	11:55 [1] - 85:22	18302 [2] - 58:8, 58:23
\$1,500 [3] - 56:17, 56:21, 62:20	\$35,000 [8] - 193:7, 193:16, 195:24, 197:1, 197:5, 197:8, 203:20, 204:13	'09 [5] - 199:8, 201:23, 203:16, 204:8, 206:3	11th [3] - 116:13, 125:23, 129:12	18356 [2] - 58:5, 90:25
\$1,500,000 [1] - 157:8	\$36,000 [1] - 112:24		12 [3] - 137:14, 137:16, 139:23	18356-0337 [1] - 63:23
\$1,600 [1] - 50:1	\$38,000 [1] - 107:16		12,000 [1] - 117:15	18411 [1] - 1:24
\$10,000 [22] - 50:22, 52:18, 59:1, 156:14, 156:16, 163:16, 163:20, 164:1, 165:2, 166:7, 167:1, 168:4, 191:20, 192:8, 192:11, 199:5, 199:9, 199:13, 199:14, 200:12, 201:19, 204:11	\$4,000 [1] - 120:13		12-BK-03201-RNO [1] - 141:25	185 [3] - 104:21, 112:25, 202:19
\$100,000 [1] - 199:2	\$40 [4] - 72:16, 72:18, 74:15, 79:1		12/1/97 [1] - 174:3	18503 [1] - 209:19
\$12,000 [2] - 112:19, 113:3	\$40,000 [5] - 103:21, 105:20, 132:13, 132:14, 150:3		12/26/06 [1] - 173:2	18th [3] - 82:15, 82:22, 115:24
\$15 [4] - 119:9, 165:3, 166:7, 173:4	\$5,000 [22] - 78:11, 78:14, 78:20, 79:1, 79:4, 79:8, 79:10, 79:13, 87:21, 88:8, 88:17, 89:10, 91:10, 91:17, 92:9, 93:7, 97:3, 97:9, 97:21, 106:12, 106:13, 117:23		120 [2] - 89:2, 89:8	1958 [1] - 147:22
\$15,000 [5] - 107:21, 107:23, 198:3, 198:14, 198:17	\$5,001.36 [1] - 93:8		121 [2] - 2:7, 2:8	1959 [1] - 69:11
\$150,000 [4] - 156:15, 176:9, 188:7, 191:21	\$500 [14] - 30:14, 34:18, 34:19, 53:10, 53:11, 53:13, 54:21, 62:5, 62:7, 64:15, 65:9, 65:10, 66:13, 151:9		1212 [1] - 1:23	1974 [1] - 182:11
\$16,000 [2] - 156:15, 206:20	\$500,000 [13] - 151:3, 157:7, 176:18, 176:19, 177:1, 178:5, 178:19, 181:1, 181:4, 181:5, 181:9, 185:24, 188:13		12:16 [1] - 62:11	1982 [1] - 123:8
\$160,000 [2] - 191:14, 191:20	\$55,000 [1] - 173:4		12:23 [1] - 115:18	1989 [1] - 25:10
\$185,000 [1] - 202:16	\$550,000 [3] - 191:24, 196:13, 196:18		13 [1] - 69:25	1991 [2] - 182:7, 182:9
\$2,000 [4] - 51:4, 61:16, 64:6, 65:10	\$700 [2] - 26:9, 33:21		13.1 [4] - 23:13, 24:9, 24:14, 37:22	1992 [1] - 45:14
\$2,500 [1] - 64:11	\$75,000 [2] - 177:20, 190:16		13.2 [1] - 20:14	1997 [2] - 25:23, 175:9
\$200 [6] - 7:23, 15:7, 154:6, 154:12, 174:19, 174:21	\$8,000 [1] - 80:14		13.3 [2] - 35:7, 35:23	19th [7] - 112:18, 112:25, 114:23, 115:4, 117:11, 119:12, 119:22
\$200,000 [1] - 196:14	\$800 [4] - 93:19, 93:21, 94:7, 94:13		13.4 [2] - 35:19, 36:2	1:37 [1] - 35:24
\$205 [1] - 104:4	\$900 [1] - 63:25		13th [7] - 28:2, 28:25, 135:25, 136:9, 171:24, 172:2, 199:8	1:54 [2] - 86:25, 115:25
\$220,000 [1] - 205:17	\$900,000 [1] - 181:3		143 [1] - 2:9	1st [5] - 86:18, 116:5, 118:21, 120:1, 144:4
\$235,000 [1] - 125:7			149,000 [1] - 128:13	
\$240,000 [2] - 150:1, 156:10			14th [5] - 115:16, 135:14, 135:18, 135:20, 136:10	
\$250,000 [3] - 187:10, 187:15, 189:11			15 [7] - 67:18, 99:10, 116:21, 117:24, 148:13, 189:22, 192:1	
\$3,000 [5] - 80:18, 119:12, 119:13, 120:9, 120:13			15,000 [1] - 117:25	
			15-minute [3] - 67:14, 189:18, 189:19	
			150,000 [2] - 176:9, 188:14	
			15th [2] - 93:13, 198:22	
			16 [1] - 53:16	
			16.6 [2] - 133:15, 146:4	
			160 [2] - 191:22, 192:3	
			16th [3] - 27:20, 29:18, 32:24	
			17.7 [2] - 137:4, 146:4	
			17.8 [2] - 139:17, 146:4	
			17108 [1] - 1:20	
			17th [5] - 200:10, 200:13, 201:18, 205:23, 206:3	
			18 [4] - 50:3, 138:5, 140:5, 140:11	
			180 [1] - 141:5	
			180-day [4] - 138:15,	

<p>2004 [1] - 102:13</p> <p>2005 [5] - 48:15, 103:10, 171:24, 172:2, 182:19</p> <p>2006 [25] - 30:23, 48:15, 50:2, 101:4, 101:6, 101:8, 103:18, 103:22, 106:25, 112:18, 112:25, 114:23, 115:4, 115:5, 117:11, 119:12, 119:22, 120:2, 148:19, 152:8, 161:16, 166:11, 169:11, 171:17, 171:25</p> <p>2007 [29] - 49:3, 52:23, 53:1, 53:2, 55:10, 58:2, 58:20, 61:1, 63:21, 107:19, 114:25, 116:25, 173:12, 175:11, 177:8, 185:19, 185:20, 186:3, 186:22, 187:14, 187:24, 188:7, 189:4, 190:2, 190:21, 191:13, 192:1, 196:24, 204:5</p> <p>2008 [8] - 129:23, 193:3, 193:21, 193:24, 195:7, 196:17, 196:22, 199:1</p> <p>2009 [43] - 26:7, 27:20, 28:2, 28:25, 29:18, 30:10, 32:24, 55:21, 56:2, 62:11, 70:7, 71:19, 76:12, 76:19, 79:24, 82:16, 82:22, 84:7, 95:12, 95:13, 95:14, 98:13, 123:20, 124:5, 124:21, 125:21, 126:19, 128:17, 132:20, 132:21, 157:24, 198:22, 201:18, 202:10, 202:13, 202:23, 204:2, 204:3, 204:25, 205:12, 205:23, 206:16</p> <p>20092497 [1] - 170:2</p> <p>2010 [13] - 28:15, 46:4, 79:24, 95:13, 95:14, 133:14, 134:3, 134:5, 134:7, 134:20, 135:20, 135:21, 136:18</p>	<p>2011 [23] - 36:18, 45:14, 85:22, 86:4, 86:18, 86:25, 88:4, 88:15, 89:20, 93:7, 95:14, 125:23, 126:7, 128:3, 129:12, 131:23, 132:21, 137:12, 137:14, 137:16, 138:24, 138:25, 139:23</p> <p>2012 [32] - 6:5, 6:24, 11:2, 19:2, 19:3, 21:2, 21:13, 23:15, 25:2, 35:13, 35:22, 35:24, 36:2, 36:19, 37:9, 82:7, 89:21, 93:13, 93:17, 111:11, 130:6, 131:16, 131:25, 132:1, 141:20, 142:2, 142:5, 142:8, 144:4, 144:19, 145:17, 145:20</p> <p>2013 [1] - 82:7</p> <p>2014 [1] - 1:14</p> <p>2016 [1] - 30:23</p> <p>207 [1] - 89:4</p> <p>20th [4] - 115:4, 132:8, 166:11, 166:15</p> <p>21 [3] - 21:13, 63:21, 132:21</p> <p>212 [2] - 29:24</p> <p>2122 [2] - 33:10</p> <p>217 [1] - 1:19</p> <p>21st [1] - 166:14</p> <p>22 [8] - 21:2, 43:3, 68:24, 98:25, 99:1, 134:3, 135:20, 135:25</p> <p>2234 [1] - 195:9</p> <p>228 [1] - 1:19</p> <p>22nd [2] - 136:18, 169:11</p> <p>23 [2] - 140:10, 182:19</p> <p>236 [1] - 127:18</p> <p>24 [5] - 25:23, 131:8, 137:12, 138:24, 191:8</p> <p>24th [16] - 84:7, 114:25, 139:7, 140:18, 175:9, 182:9, 193:21, 195:7, 197:2, 197:5, 197:7, 199:1, 201:23, 202:10, 204:25, 205:12</p> <p>25 [7] - 25:7, 67:14, 67:17, 86:25, 138:25, 141:10,</p>	<p>143:16</p> <p>250 [1] - 187:17</p> <p>2541 [1] - 61:9</p> <p>25th [11] - 88:4, 88:15, 89:20, 93:7, 93:17, 139:9, 140:19, 190:21, 191:13, 192:2, 192:15</p> <p>26 [7] - 54:11, 54:13, 55:11, 62:20, 134:18, 144:25, 171:17</p> <p>26th [3] - 18:25, 28:15, 172:18</p> <p>27 [1] - 177:7</p> <p>27.1 [1] - 160:1</p> <p>27.10 [1] - 177:8</p> <p>27.11 [1] - 182:12</p> <p>27.12 [1] - 183:23</p> <p>27.13 [1] - 184:11</p> <p>27.14 [1] - 185:14</p> <p>27.15 [1] - 187:22</p> <p>27.16 [1] - 186:21</p> <p>27.17 [1] - 189:3</p> <p>27.19 [1] - 190:4</p> <p>27.2 [3] - 162:4, 165:16, 166:13</p> <p>27.20 [1] - 190:19</p> <p>27.21 [1] - 192:8</p> <p>27.22 [1] - 193:4</p> <p>27.23 [1] - 193:23</p> <p>27.24 [1] - 197:16</p> <p>27.25 [2] - 198:20, 199:11</p> <p>27.26 [1] - 200:2</p> <p>27.27 [1] - 200:12</p> <p>27.28 [1] - 201:22</p> <p>27.29 [1] - 202:10</p> <p>27.3 [3] - 164:18, 165:19, 165:20</p> <p>27.30 [2] - 203:9, 203:23</p> <p>27.31 [1] - 204:24</p> <p>27.32 [2] - 129:25, 146:4</p> <p>27.33 [2] - 203:23, 204:6</p> <p>27.4 [1] - 165:20</p> <p>27.5 [3] - 166:2, 167:19, 167:20</p> <p>27.6 [1] - 171:14</p> <p>27.7 [2] - 172:21, 172:25</p> <p>27.8 [1] - 173:10</p> <p>27.9 [1] - 175:24</p> <p>27th [7] - 18:25, 35:9, 35:12, 35:22, 35:24, 36:2, 36:18</p> <p>28 [1] - 209:5</p>	<p>28th [4] - 134:5, 134:7, 134:20, 193:24</p> <p>29 [1] - 142:2</p> <p>29th [1] - 143:18</p> <p>2:27 [1] - 36:2</p> <p>2nd [11] - 25:2, 85:22, 142:5, 145:17, 145:20, 182:11, 202:13, 202:23, 203:15, 204:3, 204:8</p> <p style="text-align: center;">3</p> <p>3 [16] - 2:4, 37:22, 58:11, 63:16, 85:17, 86:4, 94:17, 121:1, 163:19, 163:24, 176:16, 178:9, 188:13, 191:22, 202:19, 205:20</p> <p>3,000 [1] - 115:5</p> <p>3.1 [1] - 199:4</p> <p>30 [8] - 51:9, 52:17, 105:24, 155:6, 156:1, 164:6, 164:7, 166:14</p> <p>30,000 [2] - 164:9, 166:18</p> <p>306 [1] - 90:24</p> <p>30th [3] - 138:6, 173:12, 176:2</p> <p>31 [1] - 144:24</p> <p>310 [1] - 89:3</p> <p>32 [1] - 144:19</p> <p>329134 [1] - 28:19</p> <p>33 [2] - 29:22, 29:25</p> <p>337 [4] - 58:5, 63:22, 127:13, 169:12</p> <p>341 [4] - 144:5, 144:7, 144:9, 144:10</p> <p>347 [1] - 115:17</p> <p>35,000 [2] - 193:17, 194:1</p> <p>36 [1] - 117:22</p> <p>36,000 [2] - 107:16, 117:21</p> <p>37 [1] - 2:4</p> <p>37.1 [4] - 87:16, 88:10, 94:17, 95:17</p> <p>37.2 [2] - 93:2, 93:3</p> <p>37.3 [2] - 82:10, 94:17</p> <p>37.4 [1] - 84:5</p> <p>37.5 [1] - 85:20</p> <p>37.6 [2] - 86:24, 88:3</p> <p>37.7 [1] - 93:10</p> <p>37.8 [1] - 91:13</p> <p>37.9 [1] - 90:12</p> <p>38,000 [1] - 106:6</p> <p>39 [1] - 112:10</p> <p>39.1 [1] - 121:1</p>	<p>39.2 [3] - 114:14, 122:3</p> <p>39.3 [1] - 119:11</p> <p>39.4 [1] - 119:24</p> <p>39.5 [1] - 120:6</p> <p>3:12-CR-224 [1] - 1:5</p> <p>3:30 [1] - 93:13</p> <p>3rd [4] - 23:15, 37:9, 143:16, 144:19</p> <p style="text-align: center;">4</p> <p>4 [5] - 37:22, 63:16, 85:17, 94:17, 121:1</p> <p>4.1 [1] - 201:17</p> <p>40 [1] - 41:12</p> <p>40,000 [1] - 106:5</p> <p>401 [1] - 8:23</p> <p>41 [2] - 144:10, 145:17</p> <p>42 [1] - 2:5</p> <p>46.1 [2] - 61:6, 63:16</p> <p>46.2 [2] - 61:6, 61:21</p> <p>46.3 [1] - 57:13</p> <p>46.4 [1] - 62:10</p> <p>46.5 [2] - 63:20, 64:21</p> <p>46.6 [2] - 64:13, 64:21</p> <p>4th [7] - 102:2, 102:3, 102:14, 102:15, 139:12, 196:22, 198:18</p> <p style="text-align: center;">5</p> <p>5 [4] - 1:14, 85:18, 94:18, 121:1</p> <p>5,000 [9] - 79:3, 79:18, 80:15, 80:16, 81:13, 89:20, 91:11, 107:14, 116:20</p> <p>5,030 [1] - 92:12</p> <p>5.1 [1] - 202:7</p> <p>50 [7] - 28:25, 29:1, 29:2, 29:3, 41:12, 177:21</p> <p>500 [18] - 7:18, 34:13, 53:24, 56:20, 64:7, 64:9, 114:2, 114:6, 115:4, 115:6, 116:6, 120:18, 151:4, 151:6, 151:7, 187:16</p> <p>550 [1] - 192:3</p> <p>570 [1] - 168:12</p> <p>5:00 [1] - 189:22</p> <p>5:20 [1] - 115:22</p> <p>5th [1] - 118:24</p> <p style="text-align: center;">6</p> <p>6 [2] - 94:18, 126:20</p> <p>60 [1] - 156:2</p>
--	---	--	--	---

630 [1] - 64:14 64 [1] - 2:5 67 [1] - 2:6 6th [4] - 30:10, 46:3, 53:1, 115:9	128:9, 176:1, 176:20, 177:8, 186:2, 186:24, 187:14, 188:6, 188:16, 190:4, 190:13, 190:17	26:11, 30:2, 30:21, 30:22, 33:2, 37:2, 38:3, 38:4, 38:12, 38:15, 38:18, 38:21, 38:23, 38:24, 39:1, 39:2, 39:3, 39:6, 39:9, 39:10, 39:11, 39:12, 39:17, 39:20, 40:1, 40:15, 40:19, 40:24, 41:12, 50:20, 53:14, 53:17, 53:20, 61:8, 61:21, 63:21, 63:24, 64:13, 64:14, 91:2, 91:11, 91:24, 91:25, 92:12, 92:14, 92:15, 92:25, 93:3, 93:4, 93:8, 94:7, 94:8, 118:17, 119:13, 119:25, 120:1, 155:13, 155:15, 155:22, 165:11, 173:8, 195:24, 197:19, 198:17, 198:18, 201:19, 202:8, 202:9, 203:21	Actors [2] - 101:14, 101:16 actual [6] - 17:10, 18:7, 40:5, 49:11, 118:8, 193:16 added [1] - 128:17 addition [6] - 58:10, 80:15, 120:13, 196:11, 206:18 additional [9] - 8:14, 14:5, 53:11, 53:13, 63:17, 66:25, 93:11, 93:19, 182:13 address [29] - 24:20, 25:7, 28:18, 29:16, 58:4, 58:12, 58:23, 60:7, 62:13, 62:15, 84:21, 84:22, 88:19, 88:21, 89:5, 116:13, 119:17, 123:12, 127:12, 134:10, 171:21, 188:9, 191:16, 191:17, 192:19, 192:20, 195:8, 197:18 addressed [1] - 60:6 addresses [1] - 60:6 adjourn [2] - 189:22, 207:21 administering [1] - 25:14 administration [1] - 4:18 administrative [3] - 3:24, 42:21, 43:2 admission [8] - 37:21, 63:16, 64:20, 94:16, 121:1, 121:2, 146:2, 207:12 admitted [5] - 37:25, 65:1, 94:24, 121:4, 146:8 adult [2] - 58:7, 195:9 advanced [1] - 178:2 advertising [4] - 101:9, 101:10, 101:11, 110:23 advise [1] - 85:4 affiliated [3] - 12:24, 21:21, 46:20 afford [1] - 50:21 aforsaid [1] - 31:1 afternoon [3] - 115:19, 115:21, 146:18 agency [2] - 69:4, 77:19 agent [3] - 25:7, 68:7, 80:1 agents [2] - 68:12,	98:17 ago [5] - 48:18, 53:6, 62:20, 69:25, 127:25 agree [6] - 39:14, 178:2, 178:13, 178:21, 181:1, 195:22 agreed [6] - 23:5, 141:2, 195:18, 195:22, 203:19, 204:13 agreement [59] - 9:17, 12:16, 13:9, 14:22, 20:18, 21:5, 21:19, 21:20, 22:7, 22:11, 22:22, 23:11, 23:21, 28:9, 28:13, 28:14, 28:24, 29:5, 29:6, 37:11, 93:5, 114:21, 161:3, 161:4, 161:13, 161:21, 162:18, 169:11, 177:25, 178:4, 178:6, 178:22, 179:9, 179:11, 179:24, 180:13, 181:13, 186:8, 189:9, 192:11, 193:15, 194:6, 194:15, 194:21, 195:1, 195:6, 195:7, 195:23, 196:8, 196:11, 196:12, 196:15, 197:3, 197:10, 199:1, 201:20, 203:10, 203:13, 204:12 agreements [4] - 11:25, 12:12, 125:13, 179:7 agrees [3] - 177:20, 185:25, 187:12 ahead [4] - 105:8, 155:1, 155:4, 195:11 aid [1] - 130:13 aide [1] - 168:23 akin [1] - 31:17 ALEXANDER [2] - 2:5, 42:7 Alexander [14] - 42:6, 42:11, 42:13, 43:4, 57:15, 58:7, 58:22, 61:8, 61:17, 61:22, 62:6, 63:25, 64:15, 65:4 alleged [1] - 125:4 alleging [1] - 17:12 Allentown [6] - 123:4, 123:14, 146:25, 147:21, 149:12,
7	A			
7 [4] - 50:4, 94:18, 186:22, 190:2 7/24/2008 [1] - 193:9 7/9/07 [1] - 190:14 72 [1] - 86:4 720-5000 [1] - 29:24 720-6331 [1] - 29:24 75,000 [1] - 190:17 753 [1] - 209:6 7th [5] - 53:1, 187:21, 187:23, 189:1, 196:17	a.m [2] - 23:15, 85:22 A.M.L [1] - 32:10 a/k/a [2] - 134:10, 137:18 ability [1] - 86:12 ABINGTON [1] - 1:23 able [21] - 15:22, 16:6, 43:11, 44:4, 44:10, 44:25, 45:3, 45:4, 64:1, 79:11, 80:1, 97:11, 129:17, 129:20, 130:23, 131:12, 132:15, 144:21, 150:3, 152:19, 153:3 above-captioned [1] - 127:19 above-mentioned [1] - 209:8 above-stated [1] - 31:8 absolutely [6] - 66:12, 108:11, 122:17, 134:23, 145:24, 152:16 Abu [1] - 15:9 accept [8] - 39:25, 40:19, 40:24, 41:21, 116:16, 116:19, 178:13 acceptance [1] - 26:6 accepted [1] - 128:23 access [11] - 17:9, 17:14, 22:23, 35:1, 35:3, 43:12, 43:16, 44:17, 45:4, 63:1, 81:4 accessible [1] - 47:19 accompanied [1] - 131:10 accompanying [1] - 25:24 accomplished [1] - 132:2 according [7] - 4:22, 60:15, 74:5, 128:16, 164:11, 188:12, 203:1 account [82] - 8:7, 8:25, 9:12, 9:21, 9:24, 9:25, 17:18,	26:11, 30:2, 30:21, 30:22, 33:2, 37:2, 38:3, 38:4, 38:12, 38:15, 38:18, 38:21, 38:23, 38:24, 39:1, 39:2, 39:3, 39:6, 39:9, 39:10, 39:11, 39:12, 39:17, 39:20, 40:1, 40:15, 40:19, 40:24, 41:12, 50:20, 53:14, 53:17, 53:20, 61:8, 61:21, 63:21, 63:24, 64:13, 64:14, 91:2, 91:11, 91:24, 91:25, 92:12, 92:14, 92:15, 92:25, 93:3, 93:4, 93:8, 94:7, 94:8, 118:17, 119:13, 119:25, 120:1, 155:13, 155:15, 155:22, 165:11, 173:8, 195:24, 197:19, 198:17, 198:18, 201:19, 202:8, 202:9, 203:21 accounting [3] - 4:19, 5:7, 5:9 accounts [7] - 17:11, 18:6, 18:9, 38:8, 38:10, 38:11, 68:16 accurate [2] - 180:9, 203:15 accurately [1] - 140:11 acknowledge [1] - 95:24 acknowledged [7] - 23:5, 58:4, 88:18, 163:17, 188:9, 191:15, 205:18 acknowledges [2] - 196:23, 204:4 acknowledgment [1] - 203:25 act [5] - 27:7, 35:4, 38:18, 68:7, 68:11 acting [3] - 7:14, 7:17, 80:1 action [16] - 12:13, 56:1, 56:5, 56:8, 62:19, 63:11, 90:4, 90:5, 90:9, 90:11, 124:13, 127:22, 130:17, 134:11, 138:12, 143:14 activities [1] - 37:3 activity [6] - 3:17, 3:23, 9:17, 15:16, 15:24	Actors [2] - 101:14, 101:16 actual [6] - 17:10, 18:7, 40:5, 49:11, 118:8, 193:16 added [1] - 128:17 addition [6] - 58:10, 80:15, 120:13, 196:11, 206:18 additional [9] - 8:14, 14:5, 53:11, 53:13, 63:17, 66:25, 93:11, 93:19, 182:13 address [29] - 24:20, 25:7, 28:18, 29:16, 58:4, 58:12, 58:23, 60:7, 62:13, 62:15, 84:21, 84:22, 88:19, 88:21, 89:5, 116:13, 119:17, 123:12, 127:12, 134:10, 171:21, 188:9, 191:16, 191:17, 192:19, 192:20, 195:8, 197:18 addressed [1] - 60:6 addresses [1] - 60:6 adjourn [2] - 189:22, 207:21 administering [1] - 25:14 administration [1] - 4:18 administrative [3] - 3:24, 42:21, 43:2 admission [8] - 37:21, 63:16, 64:20, 94:16, 121:1, 121:2, 146:2, 207:12 admitted [5] - 37:25, 65:1, 94:24, 121:4, 146:8 adult [2] - 58:7, 195:9 advanced [1] - 178:2 advertising [4] - 101:9, 101:10, 101:11, 110:23 advise [1] - 85:4 affiliated [3] - 12:24, 21:21, 46:20 afford [1] - 50:21 aforsaid [1] - 31:1 afternoon [3] - 115:19, 115:21, 146:18 agency [2] - 69:4, 77:19 agent [3] - 25:7, 68:7, 80:1 agents [2] - 68:12,	98:17 ago [5] - 48:18, 53:6, 62:20, 69:25, 127:25 agree [6] - 39:14, 178:2, 178:13, 178:21, 181:1, 195:22 agreed [6] - 23:5, 141:2, 195:18, 195:22, 203:19, 204:13 agreement [59] - 9:17, 12:16, 13:9, 14:22, 20:18, 21:5, 21:19, 21:20, 22:7, 22:11, 22:22, 23:11, 23:21, 28:9, 28:13, 28:14, 28:24, 29:5, 29:6, 37:11, 93:5, 114:21, 161:3, 161:4, 161:13, 161:21, 162:18, 169:11, 177:25, 178:4, 178:6, 178:22, 179:9, 179:11, 179:24, 180:13, 181:13, 186:8, 189:9, 192:11, 193:15, 194:6, 194:15, 194:21, 195:1, 195:6, 195:7, 195:23, 196:8, 196:11, 196:12, 196:15, 197:3, 197:10, 199:1, 201:20, 203:10, 203:13, 204:12 agreements [4] - 11:25, 12:12, 125:13, 179:7 agrees [3] - 177:20, 185:25, 187:12 ahead [4] - 105:8, 155:1, 155:4, 195:11 aid [1] - 130:13 aide [1] - 168:23 akin [1] - 31:17 ALEXANDER [2] - 2:5, 42:7 Alexander [14] - 42:6, 42:11, 42:13, 43:4, 57:15, 58:7, 58:22, 61:8, 61:17, 61:22, 62:6, 63:25, 64:15, 65:4 alleged [1] - 125:4 alleging [1] - 17:12 Allentown [6] - 123:4, 123:14, 146:25, 147:21, 149:12,
8				
8 [1] - 94:18 8,000 [1] - 114:2 8,500 [1] - 114:4 8/20/06 [1] - 114:2 8/24/2008 [1] - 198:5 8/8/06 [1] - 115:6 800 [2] - 50:4 805 [4] - 58:7, 58:22, 61:8, 61:22 874 [1] - 118:3 88107051 [1] - 165:12 8:30 [2] - 115:10, 122:7 8th [4] - 116:25, 126:7, 189:4, 190:2				
9				
9 [7] - 94:18, 124:21, 178:25, 185:19, 185:20, 196:24, 204:5 9,000 [1] - 114:3 9/20 [1] - 162:23 9/20/06 [3] - 162:17, 162:22 9/21/06 [1] - 162:23 9/21/2006 [1] - 164:23 9/6/07 [1] - 61:9 90 [1] - 178:14 900 [1] - 50:7 90292 [1] - 89:4 94 [1] - 2:6 99 [1] - 2:7 9:30 [1] - 208:3 9:54 [1] - 23:15 9th [14] - 62:11, 128:6,				

<p>195:10 allocations [1] - 5:2 allow [2] - 77:9, 155:1 allowed [3] - 133:12, 136:6, 144:2 almost [4] - 50:22, 93:18, 103:14, 103:21 alone [1] - 147:1 altering [1] - 63:3 alternative [2] - 3:15, 3:18 AMERICA [1] - 1:3 America [1] - 3:18 amount [72] - 7:3, 7:8, 7:18, 7:24, 8:11, 9:24, 10:1, 15:7, 15:8, 15:11, 18:2, 30:15, 31:15, 33:11, 34:12, 41:10, 41:12, 41:15, 49:23, 51:9, 58:10, 59:7, 59:11, 59:25, 61:16, 63:2, 63:25, 64:5, 64:7, 64:15, 72:15, 74:5, 85:17, 88:16, 91:10, 92:8, 107:15, 112:12, 112:23, 117:20, 117:24, 118:8, 124:10, 126:19, 128:10, 129:22, 136:20, 136:22, 149:19, 151:22, 156:14, 164:1, 165:1, 166:6, 173:2, 174:17, 174:18, 177:20, 178:5, 178:8, 188:12, 190:15, 193:6, 193:17, 196:1, 198:2, 199:8, 201:18, 202:17 amounts [13] - 9:5, 9:9, 18:1, 59:4, 60:11, 60:13, 73:10, 80:10, 156:12, 156:13, 202:2, 203:16 analysis [2] - 14:17, 194:6 analyst [3] - 5:20, 12:4, 12:8 analytics [2] - 5:11, 12:7 Andrea [2] - 127:20, 128:24 aneurisms [1] - 100:22 aneurysms [1] - 100:23</p>	<p>Angeles [3] - 68:3, 70:16, 75:14 ANN [2] - 2:5, 42:7 Ann [9] - 58:7, 58:22, 61:8, 61:17, 61:22, 62:6, 63:6, 63:24, 64:15 annual [1] - 5:10 annually [1] - 30:11 answer [12] - 46:11, 74:20, 110:15, 140:17, 140:19, 140:21, 144:20, 144:25, 158:25, 161:25, 182:16, 205:2 answered [1] - 76:21 anti [1] - 32:9 appear [9] - 27:10, 32:19, 128:19, 135:11, 144:17, 161:6, 161:10, 177:3, 203:13 appearance [14] - 134:13, 134:18, 138:2, 138:6, 138:13, 139:13, 143:15, 143:17, 143:19, 144:21, 145:1, 145:3, 145:9, 145:13 APPEARANCES [1] - 1:16 appeared [1] - 54:23 application [1] - 41:1 applied [2] - 41:8, 59:9 apply [2] - 41:22, 209:21 appoint [1] - 27:4 appointed [3] - 27:5, 144:11, 209:5 appointments [2] - 46:11, 47:17 approach [2] - 42:23, 168:20 approached [1] - 49:5 appropriate [2] - 26:6, 32:17 approval [2] - 14:19, 141:6 approximate [2] - 18:15, 180:3 April [21] - 6:5, 18:25, 23:14, 25:2, 26:7, 27:20, 28:1, 28:25, 35:8, 35:12, 35:21, 35:24, 36:2, 36:18, 37:9, 102:2, 102:3, 102:14, 102:15,</p>	<p>116:25, 139:12 Arabia [1] - 15:9 area [2] - 45:17, 147:21 areas [1] - 42:21 arena [1] - 4:8 argument [1] - 16:18 Army [1] - 119:15 arranged [1] - 84:15 arrangement [7] - 95:20, 96:4, 96:5, 96:18, 97:1, 97:20, 98:19 arrangements [3] - 30:18, 31:14, 98:8 art [19] - 151:15, 151:16, 153:1, 157:10, 167:17, 177:16, 177:22, 178:3, 178:11, 180:2, 184:13, 184:23, 184:25, 185:10, 201:5, 201:7, 201:9 art's [1] - 178:15 article [1] - 183:3 articulated [1] - 41:15 artist [5] - 151:17, 151:18, 183:1, 183:3, 184:25 aside [1] - 196:2 assess [2] - 128:10, 132:12 asset [20] - 3:15, 3:18, 3:24, 4:5, 4:9, 4:11, 4:16, 5:6, 5:12, 8:2, 9:11, 9:18, 9:23, 13:4, 18:18, 22:1, 25:17, 39:7, 73:18, 73:21 assets [45] - 4:17, 4:24, 5:9, 8:11, 8:15, 8:25, 10:7, 13:5, 14:7, 14:10, 16:2, 17:20, 25:14, 25:17, 26:3, 30:2, 30:4, 30:20, 31:1, 31:5, 38:22, 41:19, 73:11, 73:15, 73:17, 76:7, 80:2, 80:4, 81:9, 81:10, 97:7, 104:17, 131:24, 143:10, 144:14, 150:18, 151:1, 152:11, 154:16, 156:24, 195:2, 195:3 assigned [3] - 126:10, 133:25, 137:7 assignee [5] - 28:16, 58:8, 169:14,</p>	<p>169:16, 170:3 assignees [1] - 31:3 assignment [5] - 167:23, 169:9, 170:4, 170:6, 196:15 assignor [3] - 169:14, 169:21, 171:2 assigns [1] - 27:5 assist [1] - 72:10 assistance [1] - 104:5 assistant [6] - 42:22, 43:2, 45:6, 45:8, 46:1, 179:11 associate [6] - 70:10, 70:18, 70:19, 75:9, 75:10, 84:12 associate's [1] - 70:11 associated [1] - 44:3 associates [4] - 37:2, 95:7, 95:11, 95:13 astronomical [1] - 150:24 Atlanta [1] - 19:23 atomic [2] - 147:10, 147:11 attached [15] - 21:16, 24:12, 24:13, 24:14, 24:16, 28:7, 29:10, 34:9, 36:6, 36:11, 86:21, 87:6, 127:7, 177:14, 184:2 attachment [4] - 21:8, 24:1, 26:20, 36:8 attachments [2] - 32:19, 87:1 attempted [1] - 135:9 attempting [2] - 95:4, 95:11 attempts [1] - 189:21 attended [1] - 132:3 attention [6] - 6:5, 36:22, 67:17, 112:2, 123:20, 189:22 attorney [23] - 7:15, 7:17, 14:3, 14:5, 23:21, 26:23, 26:25, 27:22, 28:9, 28:10, 28:13, 31:23, 37:10, 46:7, 47:8, 72:9, 72:13, 83:5, 97:8, 158:3, 159:4, 159:17 Attorney [5] - 45:25, 46:5, 48:9, 56:6, 56:12 attorney's [1] - 59:25 ATTORNEY'S [1] - 1:18 attorneys [2] - 27:6, 47:20 attributed [2] -</p>	<p>177:13, 182:7 audible [1] - 181:23 audited [1] - 11:17 August [20] - 100:3, 100:4, 111:10, 115:4, 125:23, 126:7, 128:3, 128:6, 128:9, 129:12, 131:22, 132:21, 142:23, 144:4, 144:19, 182:11, 196:17, 196:22, 205:23, 206:2 authenticity [1] - 83:13 authorities [2] - 14:20, 32:17 authority [4] - 11:19, 29:25, 31:23, 33:8 authorization [7] - 23:21, 26:23, 26:25, 28:10, 28:14, 37:10, 83:5 authorizing [1] - 173:6 automatically [2] - 133:12, 136:11 automobile [1] - 129:23 available [1] - 18:13 avoided [1] - 63:1 awarding [1] - 130:17 aware [2] - 62:20, 134:12</p>
B				
<p>B.'s [1] - 195:25 Bachelor [1] - 69:7 background [5] - 12:8, 31:21, 69:6, 147:18, 153:18 bad [2] - 138:19, 139:11 balance [4] - 56:20, 93:8, 114:2 bank [54] - 6:3, 11:17, 11:18, 26:12, 33:8, 39:4, 39:13, 53:17, 78:23, 83:6, 83:8, 83:14, 83:19, 84:13, 91:1, 91:2, 91:5, 91:12, 91:18, 91:21, 92:18, 93:3, 106:20, 106:21, 107:2, 107:4, 115:5, 115:6, 118:17, 118:18, 155:15, 155:17, 155:19, 155:21, 164:19, 165:6, 166:8, 170:3, 190:8,</p>				

<p>193:15, 193:16, 198:16, 199:5, 199:6, 200:4, 201:18, 202:7, 207:3 Bank [25] - 19:23, 19:24, 23:3, 26:9, 29:16, 29:22, 30:16, 32:21, 33:9, 33:22, 36:21, 36:23, 79:2, 83:12, 91:16, 92:19, 93:4, 107:7, 116:6, 118:22, 155:14, 155:20, 164:20, 164:21, 200:16 bank's [2] - 39:4, 165:5 banking [1] - 5:21 bankruptcies [1] - 137:24 bankruptcy [46] - 133:1, 133:5, 133:9, 133:11, 133:14, 133:17, 134:11, 136:2, 136:4, 136:7, 136:9, 136:17, 136:24, 136:25, 137:5, 137:8, 137:17, 138:10, 138:16, 138:22, 139:3, 139:11, 139:15, 140:18, 141:4, 141:5, 141:14, 141:20, 141:24, 142:1, 142:13, 142:17, 142:21, 143:3, 143:12, 143:14, 144:1, 144:3, 144:10, 144:12, 144:13, 144:15, 144:23, 145:16 Bankruptcy [1] - 133:19 bar [5] - 138:15, 141:12, 141:13, 141:17, 143:13 BARRE [1] - 1:12 Barre [2] - 133:20, 137:9 barred [1] - 141:7 barrels [6] - 25:20, 169:22, 169:23, 170:4, 170:6, 170:10 barring [1] - 141:4 based [14] - 7:16, 17:20, 18:18, 35:11, 53:20, 73:24, 118:7, 125:9, 167:12, 170:3, 195:19, 197:9, 198:14,</p>	<p>199:11 basics [1] - 47:15 basis [9] - 11:17, 19:17, 19:18, 54:19, 58:14, 65:17, 145:8, 145:13, 196:7 Bates [1] - 118:3 bear [1] - 122:4 became [7] - 19:14, 46:5, 47:19, 54:7, 55:10, 132:5, 134:12 become [3] - 128:1, 164:9, 196:9 becomes [1] - 39:4 becoming [2] - 52:22, 53:3 BEFORE [1] - 1:10 began [2] - 6:9, 55:18 begin [4] - 55:19, 63:3, 95:10, 95:11 beginning [4] - 55:14, 114:16, 148:20, 207:8 behalf [13] - 5:8, 7:15, 7:17, 7:20, 12:18, 14:10, 27:7, 35:4, 124:13, 132:2, 139:24, 144:20, 145:9 belief [1] - 138:18 belligerent [1] - 19:15 belong [1] - 149:11 belongs [2] - 38:12, 39:12 below [22] - 23:5, 23:6, 29:15, 30:18, 33:6, 37:15, 86:17, 89:18, 91:7, 91:23, 92:3, 92:10, 92:14, 92:18, 115:8, 117:7, 117:21, 126:22, 160:10, 161:9, 182:5, 205:15 Ben [5] - 17:11, 31:11, 32:1, 95:25, 151:13 beneficiary [5] - 92:14, 92:18, 165:7, 193:22, 197:18 benefit [14] - 30:25, 33:12, 46:10, 49:6, 50:3, 51:17, 53:9, 53:10, 57:15, 67:1, 119:20, 195:23, 196:3, 199:2 benefits [1] - 50:2 bernanke [1] - 86:21 Bernanke [12] - 14:9, 17:11, 17:12, 31:11, 32:1, 33:15, 77:21, 86:11, 93:22, 95:25,</p>	<p>96:13, 151:13 best [9] - 21:7, 21:16, 50:8, 79:4, 79:23, 90:10, 98:14, 103:4, 191:4 Beth [10] - 185:21, 185:24, 186:1, 187:9, 187:10, 187:12, 189:9, 190:2, 196:23, 204:4 better [7] - 50:25, 51:1, 66:24, 66:25, 67:2, 77:8, 160:5 between [25] - 9:18, 20:11, 20:12, 28:15, 31:20, 33:24, 38:17, 39:1, 50:7, 76:23, 84:16, 97:13, 112:19, 123:18, 125:13, 151:24, 161:17, 169:12, 179:12, 191:18, 195:3, 195:8, 203:10, 205:13 beyond [1] - 104:15 bidder [2] - 132:3, 132:4 big [2] - 104:19, 105:13 billion [27] - 7:8, 7:9, 7:18, 7:22, 7:23, 7:25, 9:9, 10:12, 10:14, 15:7, 18:12, 18:14, 25:22, 26:2, 26:9, 30:17, 31:15, 33:11, 33:21, 41:9, 72:16, 72:18, 74:15, 79:1, 83:6, 83:19, 195:16 billions [6] - 49:16, 49:19, 67:1, 79:2, 150:24, 201:2 biographies [1] - 11:23 bit [6] - 28:5, 38:17, 46:19, 50:21, 73:16, 99:20 blacked [3] - 13:18, 24:3, 169:15 Blake [3] - 182:8, 182:10 BLAU [2] - 2:6, 67:21 Blau [6] - 67:20, 67:25, 89:3, 91:24, 95:2, 96:8 bless [2] - 55:6 blessings [2] - 191:4, 191:7 blind [6] - 43:5, 43:7, 43:9, 43:10, 43:11,</p>	<p>45:7 blocked [1] - 33:9 blocking [1] - 86:12 Board [5] - 19:24, 29:14, 32:20, 86:3, 86:8 board [1] - 102:1 body [5] - 21:3, 23:18, 35:14, 191:1, 198:23 bogus [2] - 19:25, 86:15 bold [1] - 37:15 bona [1] - 178:13 bond [8] - 23:21, 26:8, 26:24, 26:25, 28:10, 28:14, 37:10, 83:5 bonds [1] - 7:4 bonus [2] - 170:11 born [1] - 43:10 borrow [6] - 41:3, 41:7, 41:10, 50:14, 50:18, 58:15 borrowed [2] - 50:11, 58:10 borrower [20] - 58:6, 58:13, 58:18, 58:24, 59:1, 59:3, 59:7, 59:8, 59:11, 59:12, 59:13, 59:15, 59:17, 59:19, 59:21, 60:7, 60:9, 88:25, 89:6, 163:21 borrower's [4] - 57:25, 59:1, 59:10, 188:5 Boston [3] - 3:12, 5:24, 6:1 bottom [16] - 21:9, 23:1, 27:9, 27:12, 28:20, 92:21, 94:2, 112:22, 113:5, 118:4, 128:4, 134:19, 160:22, 161:8, 175:5, 203:24 bought [5] - 109:20, 109:23, 132:4, 132:6, 132:9 boutique [1] - 4:16 Bowen [1] - 174:3 Bower [15] - 45:25, 46:6, 46:20, 47:9, 47:13, 47:25, 48:9, 48:23, 51:22, 56:6, 56:12, 62:12, 62:13, 174:4, 174:5 Bower's [3] - 46:15, 48:11, 48:17 Box [6] - 58:5, 63:22, 90:24, 127:13, 169:12, 188:10 box [1] - 92:3</p>	<p>boxed [1] - 151:17 BOYANOWSKI [2] - 209:3, 209:17 Boyanowski [1] - 209:14 brain [1] - 100:23 brand [2] - 109:4, 109:7 BRANDLER [56] - 1:18, 3:2, 3:6, 24:9, 24:11, 24:14, 24:15, 37:21, 42:1, 42:6, 42:10, 57:6, 57:13, 57:14, 63:15, 63:19, 64:20, 65:15, 67:11, 67:24, 76:15, 77:12, 94:15, 96:7, 99:8, 99:11, 99:15, 111:22, 112:6, 112:7, 119:14, 120:25, 122:19, 122:21, 122:25, 146:1, 146:13, 146:17, 154:22, 155:3, 167:11, 168:20, 168:23, 169:1, 169:3, 180:5, 180:8, 182:3, 182:4, 189:17, 189:25, 199:24, 200:20, 200:23, 206:12, 207:11 Brandler [3] - 112:5, 189:15, 206:10 BRANLDER [1] - 67:20 break [6] - 67:12, 111:24, 148:5, 168:17, 168:21, 168:24 breakdown [1] - 117:8 breaking [1] - 62:22 Brian [1] - 126:8 brief [3] - 67:19, 85:18, 189:24 bring [7] - 67:16, 72:19, 95:7, 95:11, 97:8, 112:2, 189:21 bringing [1] - 158:19 broke [1] - 112:8 broken [1] - 120:17 broker [3] - 68:14, 76:2, 84:12 brokerage [1] - 85:16 brokers [1] - 98:17 brought [5] - 75:4, 75:25, 95:13, 96:16, 96:22 Brown [2] - 10:13, 25:21</p>
--	--	--	--	---

<p>browning [4] - 45:2, 111:15, 111:16, 159:22</p> <p>BRUCE [1] - 1:18</p> <p>building [2] - 137:8, 157:6</p> <p>BUILDING [1] - 1:19</p> <p>business [44] - 3:14, 3:17, 3:20, 3:21, 3:22, 4:3, 4:4, 4:5, 5:18, 6:17, 6:18, 11:16, 11:19, 12:4, 12:8, 12:14, 14:21, 18:19, 23:24, 40:9, 43:18, 68:6, 68:15, 69:12, 70:4, 70:18, 70:19, 71:14, 73:8, 74:17, 75:10, 75:21, 78:10, 81:20, 91:24, 98:8, 98:17, 98:19, 101:11, 124:2, 147:16, 149:6, 158:10, 160:11</p> <p>businesses [4] - 69:1, 69:3, 71:21, 147:13</p> <p>businessman [2] - 98:5, 98:6</p> <p>businessmen [1] - 95:5</p> <p>buy [1] - 83:19</p> <p>buyer [6] - 72:22, 72:25, 73:13, 76:1, 76:2, 76:4</p> <p>buyers [9] - 68:7, 68:9, 68:10, 68:17, 69:16, 71:14, 72:19, 73:2, 76:3</p> <p>buying [1] - 110:1</p> <p>BY [29] - 3:6, 24:15, 38:2, 42:10, 57:14, 63:19, 65:3, 65:19, 67:24, 77:12, 95:1, 96:15, 99:15, 112:7, 119:14, 121:6, 122:25, 146:17, 154:22, 155:3, 167:11, 169:3, 180:8, 182:4, 189:25, 199:24, 200:23, 206:12, 209:16</p>	<p>California [10] - 68:3, 68:12, 69:15, 71:3, 78:24, 85:21, 88:21, 89:4, 91:24, 108:17</p> <p>campaign [9] - 185:21, 185:24, 186:11, 186:13, 186:14, 186:23, 187:9, 187:10, 196:23</p> <p>cancelled [2] - 136:11, 139:3</p> <p>cancels [1] - 136:4</p> <p>cannot [1] - 62:21</p> <p>capabilities [2] - 12:7, 41:6</p> <p>capacity [6] - 6:6, 8:13, 27:7, 27:21, 35:1, 203:4</p> <p>cape [1] - 42:16</p> <p>capital [8] - 63:23, 174:2, 185:21, 187:9, 189:9, 190:3, 196:23, 204:4</p> <p>captioned [1] - 127:19</p> <p>CAPUTO [1] - 1:10</p> <p>car [17] - 53:19, 109:2, 109:3, 109:4, 109:6, 109:7, 109:12, 109:17, 109:20, 109:25, 110:2, 110:6, 120:21, 131:9, 131:11, 131:12</p> <p>Card [21] - 75:1, 75:4, 75:8, 75:9, 75:15, 75:18, 75:25, 84:6, 84:12, 84:14, 84:16, 84:17, 85:3, 85:7, 85:11, 96:11, 96:14, 96:16, 96:22, 96:24, 96:25</p> <p>card [4] - 76:6, 76:10, 76:23, 96:11</p> <p>Card's [2] - 75:3, 76:19</p> <p>care [1] - 207:24</p> <p>Carol [3] - 171:2, 171:4, 171:5</p> <p>carry [3] - 147:25, 153:3, 178:22</p> <p>case [45] - 38:18, 39:23, 46:8, 48:7, 67:15, 70:7, 102:5, 112:1, 124:13, 124:25, 125:19, 125:22, 126:9, 127:3, 130:4, 133:2, 133:8, 133:11, 133:13, 133:17,</p>	<p>133:23, 134:22, 134:24, 134:25, 135:6, 135:10, 136:6, 137:5, 138:2, 138:10, 138:14, 138:17, 138:19, 139:1, 139:11, 141:4, 142:9, 144:10, 145:18, 148:15, 159:20, 189:20, 207:22, 208:1</p> <p>cases [5] - 46:25, 48:6, 123:19, 141:5</p> <p>cash [26] - 5:8, 8:9, 9:4, 18:7, 38:7, 53:11, 56:20, 62:5, 64:9, 64:10, 64:11, 65:7, 65:9, 65:10, 106:24, 115:4, 115:7, 120:14, 120:16, 120:19, 156:15, 156:19, 206:19, 206:23, 206:24</p> <p>catch [1] - 161:25</p> <p>caused [3] - 63:5, 100:22, 166:25</p> <p>cease [7] - 19:6, 20:5, 35:20, 36:6, 36:10, 36:16, 37:3</p> <p>Cedar [1] - 25:8</p> <p>cell [6] - 19:17, 91:9, 115:17, 115:18, 115:25</p> <p>CEO [24] - 12:20, 21:17, 21:25, 23:8, 23:25, 25:10, 26:19, 26:21, 26:24, 27:4, 28:16, 29:9, 36:7, 37:20, 60:19, 64:17, 86:22, 89:19, 164:13, 171:2, 177:5, 186:9, 187:17, 192:6</p> <p>certain [14] - 16:17, 18:2, 18:4, 38:19, 71:25, 79:11, 81:20, 83:25, 86:25, 125:16, 169:22, 177:13, 178:1, 195:14</p> <p>certainly [6] - 7:14, 7:24, 17:20, 19:15, 34:25, 54:16</p> <p>CERTIFICATE [1] - 209:1</p> <p>certificate [1] - 209:20</p> <p>certified [2] - 174:2, 195:16</p>	<p>certify [5] - 27:19, 32:10, 32:11, 209:6, 209:10</p> <p>certifying [3] - 27:17, 209:21</p> <p>cetera [1] - 60:2</p> <p>CFO [1] - 25:11</p> <p>chairman [8] - 17:12, 25:10, 31:11, 31:12, 157:7, 186:12, 186:13, 186:14</p> <p>change [1] - 116:13</p> <p>changed [7] - 55:3, 106:1, 109:1, 109:2, 116:13, 116:14, 203:17</p> <p>changes [2] - 118:11, 162:24</p> <p>charge [1] - 59:5</p> <p>charged [1] - 54:16</p> <p>charitable [1] - 157:2</p> <p>Charlotte [2] - 42:21, 43:1</p> <p>Chase [1] - 91:16</p> <p>check [31] - 30:6, 30:13, 33:10, 34:16, 34:18, 53:11, 61:6, 61:7, 61:9, 61:12, 61:16, 61:21, 61:25, 63:20, 64:2, 64:12, 64:14, 66:5, 95:15, 153:18, 153:22, 192:10, 192:14, 192:15, 192:19, 192:24, 204:6, 204:7, 204:10</p> <p>checks [16] - 7:19, 14:2, 17:16, 30:5, 30:7, 45:8, 56:19, 64:7, 64:11, 65:7, 151:2, 151:10, 156:16, 156:18, 156:19, 206:18</p> <p>CHF [1] - 148:3</p> <p>child [1] - 50:6</p> <p>choice [1] - 60:14</p> <p>Christa [1] - 174:3</p> <p>Christian [1] - 62:23</p> <p>Christie [10] - 45:25, 48:5, 50:1, 52:2, 55:2, 62:11, 62:21, 67:1, 174:4, 174:5</p> <p>Christopher [1] - 182:10</p> <p>chronology [1] - 207:6</p> <p>circled [1] - 183:10</p> <p>circulate [2] - 13:15, 13:18</p> <p>circumstances [8] -</p>	<p>6:9, 48:3, 49:24, 50:8, 120:20, 167:12, 197:21, 206:23</p> <p>citizen [1] - 28:18</p> <p>city [3] - 75:16, 123:13, 197:18</p> <p>City [2] - 29:16, 83:12</p> <p>civil [7] - 123:17, 124:14, 124:15, 124:16, 132:19, 135:1</p> <p>Civil [1] - 127:17</p> <p>claim [4] - 7:7, 105:17, 125:9, 144:22</p> <p>claimed [2] - 56:11, 77:14</p> <p>CLARKS [1] - 1:24</p> <p>class [1] - 60:5</p> <p>clean [5] - 31:6, 107:14, 116:25, 117:2, 118:10</p> <p>clear [5] - 31:6, 66:17, 79:12, 123:23, 145:11</p> <p>clearance [1] - 147:10</p> <p>cleared [1] - 31:6</p> <p>clearly [2] - 76:24, 108:17</p> <p>Clerk [1] - 127:8</p> <p>clerk [6] - 127:9, 127:11, 127:20, 128:6, 128:8, 128:25</p> <p>clerk's [1] - 128:23</p> <p>client [15] - 6:13, 11:21, 11:22, 17:25, 30:1, 32:9, 39:6, 39:20, 40:18, 48:11, 68:15, 123:21, 123:24, 123:25, 125:3</p> <p>client's [2] - 39:19, 85:19</p> <p>clients [5] - 32:15, 47:18, 48:6, 68:17, 68:20</p> <p>clipped [1] - 100:23</p> <p>close [3] - 6:16, 102:21, 132:21</p> <p>closed [3] - 69:22, 69:23, 198:24</p> <p>closer [2] - 3:16, 42:23</p> <p>co [9] - 8:6, 8:20, 8:21, 8:24, 9:2, 9:25, 10:1, 10:3, 17:18</p> <p>co-mingle [2] - 8:6, 10:3</p> <p>co-mingled [3] - 8:24, 9:25, 17:18</p>
C				
<p>calculated [1] - 132:20</p> <p>calculations [2] - 9:21, 9:22</p> <p>califmo260@aol.com [1] - 84:22</p>				

<p>co-mingling [4] - 8:20, 8:21, 9:2, 10:1</p> <p>Code [1] - 209:6</p> <p>code [1] - 29:25</p> <p>codes [1] - 26:15</p> <p>cohen [1] - 149:3</p> <p>Cohen [19] - 27:14, 148:22, 148:23, 149:7, 149:11, 149:13, 150:11, 152:5, 153:20, 158:7, 158:14, 158:19, 160:16, 161:8, 161:18, 162:8, 163:5, 184:19, 184:20</p> <p>Cohen's [1] - 161:9</p> <p>collateral [14] - 7:19, 10:23, 10:24, 11:1, 18:2, 18:12, 18:14, 38:21, 38:25, 40:21, 41:22, 156:21, 196:15</p> <p>collateralized [3] - 8:4, 17:25, 156:24</p> <p>colleague [1] - 6:11</p> <p>colleagues [1] - 17:15</p> <p>collect [5] - 90:6, 129:9, 129:14, 129:20, 132:15</p> <p>collected [1] - 129:22</p> <p>collecting [1] - 158:8</p> <p>collection [8] - 28:23, 69:4, 133:6, 133:8, 142:25, 143:4, 143:22, 145:23</p> <p>collectively [1] - 58:9</p> <p>college [4] - 50:20, 50:21, 50:23, 147:19</p> <p>Columbia [1] - 147:20</p> <p>combined [1] - 195:2</p> <p>comfortable [1] - 104:14</p> <p>coming [11] - 39:18, 44:18, 45:1, 48:25, 76:16, 106:10, 106:11, 108:9, 156:5, 166:14</p> <p>comingle [1] - 16:2</p> <p>comma [1] - 30:22</p> <p>commence [2] - 178:3, 196:22</p> <p>commenced [2] - 6:19, 6:21</p> <p>commercial [3] - 25:15, 69:4, 101:9</p> <p>commission [3] - 69:19, 70:1, 72:21</p> <p>commitment [2] - 196:23, 204:4</p>	<p>commodities [4] - 25:16, 68:7, 69:16, 69:17</p> <p>common [3] - 9:25, 12:13, 126:9</p> <p>Common [1] - 124:23</p> <p>Commonwealth [1] - 27:15</p> <p>communicate [5] - 11:7, 11:10, 16:9, 16:12, 18:21</p> <p>communicated [2] - 19:4, 194:3</p> <p>communication [2] - 18:24, 25:4</p> <p>communications [2] - 17:23, 24:5</p> <p>companies [1] - 71:24</p> <p>company [29] - 4:2, 4:10, 10:8, 12:19, 21:24, 22:2, 22:9, 24:22, 25:12, 25:13, 26:1, 43:23, 115:11, 122:9, 122:11, 132:17, 142:11, 142:12, 150:17, 150:20, 150:25, 151:9, 152:11, 152:13, 174:9, 174:15, 175:25, 179:13, 187:12</p> <p>Company [59] - 24:25, 25:7, 25:12, 25:18, 26:7, 26:10, 29:2, 36:24, 37:5, 52:15, 58:4, 60:18, 63:22, 64:14, 83:4, 86:22, 88:19, 112:20, 118:22, 119:20, 125:2, 125:16, 126:1, 126:18, 129:24, 130:15, 131:7, 134:9, 135:17, 137:18, 137:19, 161:18, 165:10, 169:12, 172:16, 177:5, 183:12, 185:15, 185:23, 185:25, 187:7, 187:9, 187:12, 188:2, 188:9, 189:4, 190:11, 190:20, 191:15, 192:6, 193:22, 193:24, 194:17, 195:8, 197:19, 198:22, 200:4, 203:10, 205:18</p> <p>company's [1] - 36:13</p>	<p>Company's [1] - 173:8</p> <p>comparing [1] - 33:18</p> <p>complaint [5] - 124:14, 124:15, 124:16, 124:21, 125:4</p> <p>completed [1] - 66:12</p> <p>completely [1] - 66:10</p> <p>completing [1] - 130:16</p> <p>compliance [3] - 13:15, 14:15, 14:18</p> <p>computer [12] - 43:13, 44:5, 44:17, 55:18, 57:16, 62:13, 82:9, 117:5, 117:6, 160:1, 160:14, 207:24</p> <p>concerned [1] - 191:9</p> <p>concerning [1] - 144:14</p> <p>concerns [5] - 32:16, 40:4, 40:5, 40:7, 40:8</p> <p>concluded [1] - 35:17</p> <p>conclusion [2] - 35:16, 64:25</p> <p>conclusive [1] - 16:18</p> <p>condemn [1] - 166:24</p> <p>conditions [1] - 177:23</p> <p>conducted [1] - 71:1</p> <p>conference [3] - 84:16, 135:14, 135:19</p> <p>confidence [1] - 22:17</p> <p>confidential [9] - 22:19, 22:25, 25:4, 26:14, 83:10, 83:24, 160:11, 167:22, 173:15</p> <p>confidentiality [12] - 12:12, 12:15, 13:9, 21:20, 23:11, 26:7, 161:3, 161:4, 161:12, 161:21, 162:1, 162:18</p> <p>confines [1] - 10:11</p> <p>confirm [5] - 29:25, 31:5, 33:7, 83:4, 139:22</p> <p>confirmation [5] - 91:20, 92:22, 127:9, 200:3</p> <p>confirmed [2] - 83:12, 83:13</p> <p>confirming [1] - 78:12</p> <p>conflict [1] - 56:6</p> <p>confront [2] - 109:25, 158:4</p> <p>congestive [1] - 148:3</p>	<p>connection [8] - 57:21, 60:21, 82:18, 124:3, 124:5, 165:14, 181:12, 197:2</p> <p>connections [1] - 151:13</p> <p>consequence [2] - 134:14, 178:18</p> <p>consider [1] - 103:4</p> <p>consideration [3] - 26:17, 87:5, 177:19</p> <p>considered [1] - 105:15</p> <p>consist [2] - 26:13, 83:9</p> <p>consisting [1] - 26:15</p> <p>constantly [1] - 103:14</p> <p>construed [3] - 60:15, 60:17, 196:25</p> <p>consultant [1] - 69:5</p> <p>contact [16] - 6:6, 6:19, 6:21, 19:22, 26:19, 48:1, 70:9, 76:23, 81:24, 81:25, 84:25, 107:25, 110:5, 111:6, 111:13, 175:3</p> <p>contacted [3] - 86:9, 111:8, 171:5</p> <p>contacts [1] - 80:21</p> <p>contents [1] - 62:16</p> <p>context [1] - 10:22</p> <p>contingencies [1] - 97:4</p> <p>contingency [2] - 96:18, 96:21</p> <p>continuation [1] - 14:5</p> <p>continue [7] - 20:9, 35:17, 85:15, 112:9, 156:8, 157:21, 177:17</p> <p>continued [3] - 175:22, 199:3, 205:7</p> <p>contract [1] - 101:16</p> <p>contracts [1] - 158:8</p> <p>contrary [1] - 20:2</p> <p>contributions [2] - 157:2, 188:25</p> <p>control [5] - 9:16, 13:5, 15:11, 74:10, 209:21</p> <p>controlled [3] - 76:8, 80:2, 80:4</p> <p>controlling [1] - 25:14</p> <p>conversation [6] - 7:21, 10:20, 41:16, 83:3, 104:18, 115:9</p>	<p>conversations [8] - 10:17, 19:21, 49:1, 54:23, 55:8, 82:1, 96:23, 98:12</p> <p>convert [1] - 127:2</p> <p>convo [2] - 115:10, 122:7</p> <p>coordinates [4] - 85:5, 86:6, 86:23, 87:8</p> <p>coordinator [1] - 101:12</p> <p>copied [1] - 121:10</p> <p>copy [28] - 27:19, 27:21, 27:22, 29:7, 44:13, 60:16, 60:24, 85:18, 86:21, 107:14, 117:1, 117:2, 117:4, 118:10, 127:11, 139:5, 162:23, 167:22, 169:5, 173:15, 174:2, 189:8, 191:2, 194:6, 196:25, 198:24, 205:6</p> <p>Coral [1] - 42:16</p> <p>corner [3] - 27:13, 108:10, 111:3</p> <p>corporate [44] - 10:9, 10:18, 11:22, 12:9, 13:6, 14:1, 15:21, 15:23, 23:20, 24:16, 24:20, 25:6, 32:11, 33:18, 33:20, 33:25, 37:9, 47:6, 57:25, 58:4, 87:7, 87:9, 87:11, 87:22, 88:7, 88:8, 112:16, 112:17, 163:13, 169:22, 170:1, 175:6, 188:5, 188:9, 191:12, 191:16, 195:14, 195:20, 196:13, 202:11, 202:12, 203:4, 204:2</p> <p>corporation [6] - 16:25, 25:19, 31:18, 125:2, 125:15, 143:7</p> <p>Corporation [5] - 3:10, 3:13, 5:16, 6:2, 6:7</p> <p>correct [144] - 6:4, 6:25, 10:4, 10:21, 11:1, 12:25, 20:4, 21:22, 21:23, 22:4, 22:14, 23:7, 23:12, 24:4, 24:6, 24:18, 27:11, 27:16, 28:6, 29:12, 32:22, 33:17, 33:22, 33:23, 35:25,</p>
---	--	---	--	--

<p>36:9, 36:12, 37:20, 38:14, 38:17, 40:2, 40:3, 40:22, 40:25, 41:23, 44:19, 44:23, 47:3, 50:16, 51:25, 52:15, 57:22, 64:6, 68:19, 71:3, 71:15, 72:23, 73:1, 73:14, 75:24, 76:5, 78:5, 78:16, 78:25, 80:20, 83:21, 84:3, 84:4, 87:23, 88:6, 88:19, 90:22, 91:3, 91:6, 92:16, 92:19, 93:14, 93:19, 94:10, 95:3, 98:7, 99:2, 112:20, 117:25, 119:15, 119:22, 125:5, 126:23, 127:14, 127:24, 128:22, 129:5, 130:22, 133:22, 134:19, 134:22, 134:23, 136:15, 136:23, 137:10, 138:1, 138:3, 138:4, 138:11, 139:5, 139:12, 140:21, 141:9, 141:18, 141:19, 142:12, 142:23, 143:2, 143:20, 144:24, 145:4, 145:7, 154:12, 156:11, 159:14, 165:15, 166:12, 166:17, 166:18, 166:19, 168:13, 171:7, 171:17, 172:6, 172:18, 172:20, 173:6, 174:2, 176:23, 179:13, 179:16, 179:17, 179:20, 181:4, 188:14, 188:15, 188:20, 189:8, 190:25, 191:19, 192:17, 198:19, 199:10, 199:15, 202:24, 203:13, 205:25, 206:6, 209:7</p> <p>corrected [1] - 162:23</p> <p>correctly [4] - 19:1, 60:5, 121:11, 157:11</p> <p>correspond [1] - 162:12</p> <p>correspondence [3] - 20:11, 32:2, 77:20</p> <p>cost [4] - 18:17, 37:17, 56:8, 91:12</p>	<p>costs [5] - 59:18, 59:21, 59:25, 119:9, 160:14</p> <p>counsel [5] - 62:22, 93:5, 145:6, 193:15, 201:20</p> <p>counsel's [1] - 57:1</p> <p>Counties [1] - 43:1</p> <p>country [2] - 85:17, 104:20</p> <p>county [2] - 131:18, 152:2</p> <p>County [25] - 10:13, 25:21, 42:21, 45:16, 100:10, 124:23, 125:19, 126:8, 126:24, 127:7, 128:25, 129:10, 129:11, 129:14, 129:18, 130:4, 131:17, 133:18, 135:2, 135:3, 135:6, 137:1, 139:1, 141:11, 142:22</p> <p>couple [8] - 11:5, 11:8, 16:5, 40:8, 50:17, 54:1, 95:2, 156:16</p> <p>course [9] - 12:13, 32:5, 54:13, 60:2, 62:20, 66:3, 97:19, 137:1, 143:25</p> <p>court [21] - 59:25, 99:22, 124:22, 126:9, 129:4, 133:10, 135:12, 136:3, 136:6, 137:8, 138:21, 139:11, 139:15, 143:14, 144:2, 144:3, 148:8, 159:14, 173:14, 205:2</p> <p>Court [19] - 56:22, 124:19, 124:23, 130:17, 132:9, 132:12, 133:19, 134:14, 134:15, 138:15, 138:21, 140:23, 141:2, 141:5, 209:3, 209:4, 209:15, 209:17, 209:18</p> <p>COURT [46] - 1:1, 3:1, 37:23, 37:25, 42:2, 42:5, 57:7, 57:10, 57:12, 64:22, 64:25, 67:10, 67:13, 76:17, 77:2, 77:7, 77:11, 94:19, 94:22, 94:24, 96:9, 99:9, 111:21,</p>	<p>111:23, 112:5, 121:2, 121:4, 122:20, 146:6, 146:8, 146:10, 154:21, 155:1, 167:10, 168:21, 169:2, 180:7, 181:25, 182:2, 189:15, 189:18, 199:23, 206:9, 207:14, 207:16, 207:19</p> <p>Court's [2] - 56:25, 126:22</p> <p>courtesy [1] - 60:25</p> <p>courthouse [2] - 124:17, 133:21</p> <p>courtroom [2] - 139:21, 208:2</p> <p>COURTROOM [1] - 1:11</p> <p>Courts [1] - 127:8</p> <p>courts [3] - 127:9, 127:11, 128:25</p> <p>cover [3] - 38:21, 162:8, 162:9</p> <p>covered [1] - 138:23</p> <p>crash [1] - 55:18</p> <p>create [2] - 4:21, 5:13</p> <p>Credit [2] - 107:3, 118:19</p> <p>credit [10] - 26:12, 40:16, 40:17, 50:12, 52:8, 83:7, 170:3, 190:11</p> <p>creditor [4] - 136:16, 141:15, 142:14, 142:19</p> <p>creditors [3] - 144:16, 144:17</p> <p>Creek [1] - 46:17</p> <p>crime [8] - 54:15, 54:16, 54:17, 54:19, 54:20, 66:17, 66:20, 66:22</p> <p>criminal [3] - 31:6, 47:4, 123:18</p> <p>CROSS [5] - 2:3, 38:1, 65:2, 94:25, 121:5</p> <p>cross [6] - 37:25, 65:1, 94:20, 94:24, 117:21, 121:4</p> <p>cross-examine [4] - 37:25, 65:1, 94:24, 121:4</p> <p>crossed [5] - 114:3, 117:10, 117:15, 117:22, 169:15</p> <p>CRR [2] - 209:14, 209:17</p>	<p>crude [2] - 170:2, 170:5</p> <p>crunch [1] - 104:19</p> <p>cuff [1] - 100:20</p> <p>cumulative [1] - 202:17</p> <p>current [2] - 26:16, 195:16</p> <p>CUSIP [1] - 26:15</p> <p>custodial [33] - 3:23, 6:2, 7:5, 18:6, 23:22, 26:11, 26:13, 30:2, 30:21, 30:22, 30:25, 31:14, 33:2, 35:5, 37:1, 37:11, 38:3, 38:4, 38:11, 38:12, 38:18, 38:20, 38:22, 39:1, 39:9, 39:17, 40:1, 40:15, 40:19, 40:24, 41:21</p> <p>custodian [2] - 16:23, 39:19</p> <p>custody [11] - 4:19, 7:7, 7:13, 13:16, 14:25, 30:18, 35:18, 46:7, 47:2, 47:3, 48:7</p> <p>customer [4] - 38:13, 39:3, 39:13, 160:12</p> <p>customers [1] - 43:25</p> <p>cut [1] - 73:6</p>	<p>145:24, 161:15, 162:16, 164:2, 164:3, 164:5, 164:6, 164:22, 164:23, 164:24, 166:4, 166:16, 168:1, 171:17, 172:1, 172:17, 173:2, 175:9, 176:1, 176:22, 177:7, 178:4, 178:5, 186:21, 187:23, 190:13, 192:13, 192:15, 192:16, 193:8, 193:19, 198:4, 204:8, 204:12, 205:11, 205:22, 205:24, 209:9</p> <p>dated [33] - 23:14, 27:20, 28:25, 35:8, 35:21, 36:2, 61:9, 61:22, 62:11, 63:21, 65:24, 82:15, 84:6, 88:4, 112:18, 130:5, 162:22, 171:23, 182:19, 186:2, 187:14, 187:21, 189:4, 190:20, 193:24, 196:24, 197:7, 199:8, 201:18, 202:13, 203:15, 204:2, 204:5</p> <p>dates [3] - 52:23, 115:1, 209:9</p> <p>daughter [5] - 50:3, 53:15, 54:18, 54:21, 67:7</p> <p>daughter's [4] - 50:20, 53:14, 66:14, 66:21</p> <p>daughters [2] - 50:6, 67:3</p> <p>Dawson [1] - 25:11</p> <p>days [26] - 13:22, 51:8, 51:9, 52:17, 54:1, 84:7, 89:2, 89:8, 104:21, 110:21, 112:25, 115:10, 122:8, 128:3, 139:12, 139:13, 141:5, 155:6, 156:1, 156:2, 164:6, 164:7, 166:14, 168:3, 193:25, 200:13</p> <p>deal [13] - 4:15, 16:15, 69:19, 69:22, 70:1, 70:3, 73:4, 90:2, 96:13, 97:22, 112:25, 150:16,</p>
D				
<p>damages [2] - 37:17, 128:10</p> <p>dark [1] - 118:1</p> <p>data [3] - 17:10, 25:24, 36:17</p> <p>DATE [1] - 1:14</p> <p>date [91] - 21:1, 25:1, 25:8, 29:17, 30:9, 30:10, 30:24, 32:23, 35:23, 36:4, 36:18, 58:19, 58:21, 59:3, 59:6, 82:21, 88:4, 88:13, 89:1, 89:2, 89:3, 91:11, 92:4, 93:13, 112:24, 114:21, 114:24, 114:25, 117:11, 117:12, 118:20, 118:24, 119:21, 126:20, 129:2, 134:1, 134:4, 134:7, 134:21, 137:11, 137:13, 139:22, 141:12, 142:1, 142:3, 142:7, 145:20, 145:21,</p>				

<p>171:11</p> <p>dealing [4] - 96:17, 148:2, 148:17, 148:21</p> <p>dealings [4] - 70:6, 70:25, 71:5, 149:6</p> <p>deals [5] - 98:9, 98:21, 108:4, 108:8, 108:14</p> <p>dealt [3] - 75:9, 75:15, 81:10</p> <p>Dear [1] - 82:25</p> <p>dear [4] - 62:17, 85:3, 86:2, 182:8</p> <p>death [2] - 157:11, 182:8</p> <p>debt [6] - 10:14, 26:1, 90:6, 174:20, 181:1, 188:22</p> <p>debt/credit [1] - 83:11</p> <p>debtor [7] - 134:6, 134:8, 137:15, 137:17, 141:13, 142:9, 144:12</p> <p>December [22] - 55:21, 56:2, 62:11, 63:21, 134:5, 134:7, 134:12, 134:20, 135:14, 135:18, 135:20, 135:25, 136:9, 136:11, 138:20, 139:2, 171:17, 171:23, 172:2, 172:18, 182:9, 190:20</p> <p>DECEMBER [1] - 1:14</p> <p>decide [3] - 51:2, 202:2, 208:1</p> <p>decided [2] - 172:10, 202:3</p> <p>decision [3] - 19:18, 19:19, 66:2</p> <p>declare [1] - 29:7</p> <p>decree [1] - 127:18</p> <p>deducted [2] - 92:12, 92:24</p> <p>deemed [1] - 196:9</p> <p>deep [1] - 115:23</p> <p>default [5] - 59:10, 59:12, 59:13, 59:17, 196:2</p> <p>Defendant [1] - 1:21</p> <p>defendant [12] - 70:7, 75:4, 76:23, 84:14, 84:15, 84:16, 84:17, 87:20, 96:13, 102:4, 124:18, 148:15</p> <p>defendants [5] - 124:18, 124:24, 125:1, 126:17, 131:7</p> <p>define [1] - 49:15</p>	<p>degree [2] - 69:7, 69:9</p> <p>degrees [1] - 147:19</p> <p>Del [2] - 88:21, 89:4</p> <p>Delaware [5] - 58:5, 63:22, 90:25, 127:13, 169:13</p> <p>delay [2] - 132:22, 194:5</p> <p>delayed [2] - 136:25, 145:22</p> <p>delivering [2] - 60:4</p> <p>demand [10] - 39:16, 57:25, 60:11, 86:21, 163:13, 188:5, 191:3, 191:12, 198:25, 205:7</p> <p>dementia [2] - 148:13, 191:8</p> <p>denominated [1] - 38:8</p> <p>denomination [2] - 30:13, 34:19</p> <p>department [3] - 14:15, 101:13, 180:2</p> <p>departments [1] - 101:15</p> <p>dependant [3] - 96:4, 96:25, 98:19</p> <p>deposit [11] - 10:6, 39:10, 39:11, 39:17, 40:1, 41:21, 45:9, 195:24, 195:25, 203:20</p> <p>deposited [1] - 30:1</p> <p>deposition [1] - 135:9</p> <p>depository [2] - 39:3, 39:12</p> <p>Depot [1] - 119:15</p> <p>depression [1] - 100:17</p> <p>deriving [1] - 9:22</p> <p>describe [4] - 13:3, 13:15, 13:25, 147:24</p> <p>described [3] - 59:16, 59:20, 65:24</p> <p>describes [1] - 30:18</p> <p>description [1] - 177:14</p> <p>design [1] - 160:13</p> <p>designates [1] - 60:8</p> <p>desist [7] - 19:6, 20:5, 35:20, 36:6, 36:10, 36:16, 37:3</p> <p>desk [1] - 17:23</p> <p>desperately [1] - 55:21</p> <p>despite [3] - 43:11, 144:22, 145:22</p> <p>destitute [1] - 80:24</p> <p>destroy [2] - 19:7,</p>	<p>37:8</p> <p>detail [2] - 68:8, 104:15</p> <p>detailed [2] - 110:21, 110:22</p> <p>details [6] - 30:3, 53:7, 105:13, 105:14, 121:12, 121:20</p> <p>determination [3] - 19:12, 101:25, 102:1</p> <p>determine [1] - 144:15</p> <p>determined [3] - 18:1, 19:16, 178:15</p> <p>develop [4] - 4:4, 5:13, 47:9, 102:19</p> <p>developing [1] - 25:14</p> <p>development [5] - 3:14, 3:17, 3:20, 5:18, 6:18</p> <p>device [1] - 207:25</p> <p>Dhabi [1] - 15:9</p> <p>diamonds [1] - 69:18</p> <p>dictated [4] - 47:14, 47:15, 47:16, 202:4</p> <p>died [1] - 180:2</p> <p>difference [3] - 38:17, 63:3, 98:10</p> <p>differences [1] - 39:1</p> <p>different [13] - 14:20, 19:20, 55:25, 58:23, 60:7, 89:5, 106:15, 116:24, 129:11, 177:12, 179:25, 197:25, 198:6</p> <p>differentiation [1] - 195:3</p> <p>difficult [5] - 46:8, 50:8, 56:9, 151:8, 193:14</p> <p>difficulty [2] - 146:19, 160:2</p> <p>diligence [1] - 84:18</p> <p>diminished [1] - 50:4</p> <p>dinner [6] - 103:1, 103:2, 103:13, 103:14, 108:5, 120:22</p> <p>direct [9] - 4:24, 48:22, 66:16, 95:18, 98:23, 121:13, 123:15, 123:20, 209:21</p> <p>DIRECT [7] - 2:3, 3:5, 42:9, 67:23, 99:14, 122:24, 146:16</p> <p>directed [2] - 37:8, 38:19</p> <p>directing [1] - 6:5</p> <p>direction [1] - 128:6</p> <p>directly [3] - 8:9, 34:5,</p>	<p>96:13</p> <p>director [1] - 3:20</p> <p>disabilities [1] - 147:24</p> <p>Disability [1] - 105:24</p> <p>disability [8] - 100:15, 100:16, 100:22, 100:25, 101:2, 103:17, 103:19, 105:20</p> <p>discern [2] - 44:10, 64:1</p> <p>disciplined [1] - 11:20</p> <p>disclose [1] - 32:15</p> <p>disclosed [1] - 22:19</p> <p>disclosure [8] - 12:15, 13:20, 20:18, 21:5, 21:19, 22:7, 22:11, 22:21</p> <p>discount [1] - 59:25</p> <p>discounts [1] - 160:14</p> <p>discrepancy [1] - 33:24</p> <p>discretion [1] - 27:6</p> <p>discuss [10] - 8:17, 67:15, 81:3, 86:5, 103:24, 108:4, 111:25, 158:21, 189:20, 207:22</p> <p>discussed [2] - 24:2, 197:22</p> <p>discussion [7] - 16:19, 25:5, 103:25, 104:1, 157:1, 184:24, 185:2</p> <p>discussions [3] - 10:15, 32:5, 35:17</p> <p>dishonor [2] - 60:10, 60:12</p> <p>dismiss [4] - 138:14, 138:17, 139:11, 140:24</p> <p>dismissal [2] - 145:21, 145:22</p> <p>dismissed [4] - 134:6, 136:24, 137:15, 145:18</p> <p>dismissing [2] - 134:22, 141:3</p> <p>disorder [1] - 100:17</p> <p>dispose [2] - 73:11, 73:12</p> <p>disputes [1] - 123:18</p> <p>distribute [1] - 198:11</p> <p>distribution [2] - 127:6, 197:18</p> <p>District [5] - 133:20, 209:4, 209:18, 209:18</p> <p>DISTRICT [2] - 1:1, 1:1</p>	<p>divide [2] - 178:16, 178:17</p> <p>division [1] - 46:17</p> <p>divorce [2] - 47:2, 47:3</p> <p>docket [12] - 133:16, 133:23, 134:8, 134:17, 137:4, 138:5, 141:24, 143:7, 143:16, 144:19, 144:25</p> <p>doctor [4] - 102:1, 102:7, 102:17, 102:23</p> <p>doctor's [2] - 102:10, 102:25</p> <p>document [114] - 14:3, 20:17, 20:19, 20:21, 21:12, 22:5, 22:6, 22:12, 22:13, 24:12, 26:22, 27:10, 28:7, 28:8, 29:10, 29:17, 29:19, 32:18, 32:20, 32:23, 33:4, 33:18, 33:19, 34:8, 34:11, 35:19, 35:23, 36:15, 36:17, 44:9, 44:11, 44:14, 44:15, 44:16, 44:17, 45:3, 57:19, 57:24, 60:17, 60:20, 60:23, 60:24, 64:10, 79:17, 82:21, 84:9, 84:19, 87:17, 87:22, 88:3, 89:15, 90:12, 91:13, 92:21, 94:12, 107:12, 112:12, 113:5, 114:15, 118:2, 118:15, 118:16, 119:24, 120:6, 124:16, 126:4, 127:5, 127:24, 128:18, 130:1, 132:11, 133:15, 133:16, 134:14, 134:17, 139:17, 141:21, 144:6, 145:10, 160:7, 161:3, 162:5, 164:12, 169:5, 170:14, 170:25, 171:14, 172:11, 172:14, 173:22, 175:20, 177:9, 179:2, 181:11, 181:12, 182:25, 183:16, 184:21, 185:20, 188:13, 190:3, 192:9, 194:15, 196:25, 197:7, 198:16,</p>
---	--	---	--	---

<p>199:11, 200:6, 200:15, 202:7, 203:15, 204:13, 204:23</p> <p>documentation [11] - 11:24, 13:22, 15:3, 15:15, 25:24, 33:24, 34:19, 52:12, 76:11, 116:7, 178:21</p> <p>documenting [1] - 79:14</p> <p>documents [57] - 13:12, 13:14, 13:16, 13:20, 13:23, 13:25, 14:12, 14:14, 22:19, 23:20, 24:1, 24:7, 37:8, 39:23, 39:25, 40:11, 40:13, 43:11, 43:17, 44:22, 44:25, 47:18, 47:20, 56:23, 57:2, 57:8, 57:17, 63:17, 77:13, 77:16, 77:17, 77:22, 77:23, 78:11, 79:13, 82:8, 83:22, 83:25, 85:10, 87:6, 90:10, 105:17, 106:17, 111:17, 111:20, 112:9, 121:17, 125:9, 125:11, 146:2, 161:22, 168:10, 182:13, 190:2, 194:10, 207:12</p> <p>dollar [7] - 7:18, 9:5, 9:24, 15:7, 31:15, 41:15, 120:14</p> <p>dollars [49] - 7:9, 7:18, 7:22, 7:25, 10:12, 10:14, 18:12, 30:17, 33:11, 34:1, 34:13, 41:9, 49:17, 50:4, 50:7, 50:17, 67:1, 70:2, 78:12, 78:15, 79:18, 80:11, 81:14, 83:19, 88:1, 89:24, 89:25, 93:16, 95:22, 96:3, 96:4, 96:24, 97:5, 98:2, 115:6, 115:22, 116:16, 116:18, 120:17, 150:24, 151:23, 159:14, 186:1, 195:17, 195:18, 196:2, 201:3, 202:25</p> <p>Donald [4] - 25:24, 31:12, 171:20, 195:15</p> <p>donation [1] - 157:7</p> <p>done [5] - 9:22, 56:14, 75:21, 98:25, 185:6</p>	<p>double [1] - 139:22</p> <p>doubting [3] - 171:12, 171:13, 172:9</p> <p>down [25] - 4:13, 20:23, 26:4, 28:4, 28:21, 34:11, 37:6, 42:2, 50:7, 84:19, 85:6, 92:3, 99:9, 110:24, 112:22, 121:10, 122:20, 127:15, 139:21, 146:10, 154:21, 157:20, 165:3, 173:5, 186:25</p> <p>downloaded [1] - 21:8</p> <p>Dr [3] - 102:1, 102:2, 102:7</p> <p>drawn [1] - 9:17</p> <p>dribbling [1] - 105:22</p> <p>Drive [4] - 58:7, 58:22, 61:8, 61:22</p> <p>dropped [1] - 50:3</p> <p>DTC [1] - 26:15</p> <p>dually [1] - 27:5</p> <p>due [37] - 37:1, 52:22, 53:1, 53:3, 53:5, 54:3, 54:7, 55:10, 58:12, 58:14, 58:18, 59:4, 59:11, 60:2, 60:11, 60:13, 73:19, 81:12, 81:20, 84:17, 88:25, 89:22, 93:17, 93:18, 109:5, 114:24, 114:25, 156:1, 156:2, 156:7, 163:21, 164:2, 166:14, 188:16, 191:25, 196:13, 204:1</p> <p>duly [6] - 3:3, 42:7, 67:21, 99:12, 122:22, 146:14</p> <p>duration [1] - 18:3</p> <p>during [16] - 11:6, 19:14, 19:21, 32:5, 51:22, 55:8, 81:3, 112:10, 133:2, 137:1, 140:12, 142:23, 148:4, 152:10, 196:6, 196:7</p> <p>duties [2] - 4:1, 47:12</p>	<p>36:5, 45:4, 55:17, 55:24, 56:2, 56:3, 56:20, 62:10, 62:12, 62:13, 62:15, 62:16, 62:17, 63:6, 63:11, 65:23, 71:2, 77:13, 82:15, 82:18, 83:23, 84:1, 84:8, 84:20, 84:21, 84:22, 85:20, 85:21, 85:22, 86:18, 86:24, 87:1, 88:4, 90:21</p> <p>e-mailed [3] - 44:16, 60:16, 62:14</p> <p>e-mails [4] - 19:18, 84:15, 85:9, 85:10</p> <p>Earley [1] - 6:12</p> <p>early [2] - 162:24, 163:2</p> <p>Early [1] - 6:17</p> <p>earned [1] - 50:1</p> <p>earnings [1] - 28:24</p> <p>easier [2] - 87:15, 129:15</p> <p>East [7] - 45:17, 46:17, 58:7, 58:22, 61:8, 61:22, 91:5</p> <p>easy [1] - 62:3</p> <p>Eckenrode [5] - 15:3, 15:4, 20:7, 20:10, 20:12</p> <p>educational [2] - 69:6, 147:18</p> <p>Edward [1] - 36:23</p> <p>EDWARD [2] - 2:4, 3:3</p> <p>effective [3] - 11:18, 30:24, 161:15</p> <p>effectively [9] - 7:3, 14:10, 16:22, 17:19, 18:9, 22:14, 22:24, 38:8, 40:16</p> <p>effort [1] - 143:22</p> <p>efforts [3] - 142:25, 143:4, 145:23</p> <p>eight [1] - 60:14</p> <p>Eighty [2] - 146:23, 147:6</p> <p>Eighty-three [1] - 146:23</p> <p>either [8] - 22:19, 38:18, 75:6, 117:4, 136:1, 138:16, 151:19, 185:6</p> <p>El [10] - 185:21, 185:24, 186:1, 187:9, 187:10, 187:12, 189:9, 190:3, 196:23, 204:4</p> <p>elaborate [4] - 7:10, 73:16, 133:5, 159:25</p>	<p>electronic [3] - 58:15, 58:21, 207:25</p> <p>electronically [1] - 134:15</p> <p>eloquently [1] - 55:1</p> <p>Embassy [5] - 164:20, 164:21, 197:17, 199:6, 200:16</p> <p>employ [1] - 45:7</p> <p>employed [11] - 3:7, 3:9, 42:17, 45:22, 45:24, 46:5, 68:4, 68:5, 68:6, 100:14, 147:7</p> <p>employee [2] - 147:14, 147:15</p> <p>employment [1] - 101:8</p> <p>enclosed [4] - 167:22, 189:8, 191:2, 194:5</p> <p>enclosing [1] - 85:3</p> <p>encumbrances [2] - 31:7, 79:12</p> <p>end [16] - 40:10, 58:19, 62:7, 89:1, 136:8, 139:22, 140:22, 149:21, 149:24, 163:21, 164:5, 196:7, 201:1, 201:4, 207:8, 207:9</p> <p>endeavor [1] - 17:2</p> <p>ended [3] - 50:6, 92:15, 135:23</p> <p>endowments [1] - 5:3</p> <p>energy [2] - 147:10, 147:11</p> <p>enforcement [2] - 111:6, 159:18</p> <p>enforcing [1] - 59:22</p> <p>engage [3] - 148:14, 149:6, 161:19</p> <p>engaged [3] - 72:9, 142:25, 156:23</p> <p>engineering [1] - 147:20</p> <p>English [2] - 72:9, 72:13</p> <p>enhancements [2] - 26:12, 83:7</p> <p>enjoy [2] - 112:2, 208:2</p> <p>enlarge [12] - 84:5, 112:16, 118:16, 129:25, 160:3, 160:24, 161:14, 174:1, 174:17, 183:25, 187:22, 200:7</p> <p>Enpetro [7] - 154:6, 174:9, 174:10,</p>	<p>174:12, 174:20, 175:3, 175:6</p> <p>ensuring [1] - 178:1</p> <p>enter [11] - 12:11, 16:10, 128:8, 138:6, 143:18, 144:21, 145:13, 155:8, 161:4, 179:24, 188:3</p> <p>entered [23] - 126:7, 126:16, 126:25, 127:19, 128:6, 129:3, 130:4, 130:14, 131:6, 134:18, 134:21, 135:18, 138:2, 139:13, 141:3, 143:15, 161:12, 177:25, 180:12, 180:15, 180:16, 180:18, 203:10</p> <p>entering [4] - 138:12, 145:3, 145:8, 179:8</p> <p>entire [5] - 5:19, 22:12, 45:4, 71:5, 191:17</p> <p>entirely [1] - 55:3</p> <p>entities [2] - 15:9, 15:23</p> <p>entitled [1] - 126:11</p> <p>entity [8] - 5:1, 10:10, 12:22, 12:23, 21:21, 27:5, 31:18, 38:19</p> <p>entries [1] - 133:17</p> <p>entry [13] - 125:24, 128:5, 131:9, 134:13, 134:18, 134:19, 135:16, 143:16, 143:17, 144:19, 144:24, 145:1, 145:17</p> <p>envelope [1] - 192:18</p> <p>equally [2] - 178:16</p> <p>equities [1] - 38:6</p> <p>equity [6] - 4:6, 6:14, 49:10, 50:12, 50:16, 52:8</p> <p>escapes [1] - 130:9</p> <p>ESQ [2] - 1:18, 1:22</p> <p>Esquire [1] - 145:2</p> <p>essence [1] - 52:17</p> <p>establish [1] - 170:3</p> <p>estate [3] - 4:23, 25:15, 131:18</p> <p>estimated [1] - 177:18</p> <p>et [1] - 60:2</p> <p>ethically [2] - 56:7, 62:21</p> <p>evaluation [2] - 11:20, 25:5</p> <p>event [5] - 22:20,</p>
	<p>E</p>			
	<p>e-mail [50] - 11:11, 13:21, 14:13, 18:23, 20:24, 21:1, 21:3, 21:4, 21:15, 23:14, 23:16, 23:18, 24:17, 29:11, 35:7, 35:8,</p>			

<p>38:22, 126:12, 145:15, 178:4</p> <p>eventually [9] - 125:23, 129:20, 130:25, 131:1, 132:7, 135:13, 142:19, 164:17, 170:19</p> <p>exact [3] - 53:7, 80:10, 123:12</p> <p>exactly [7] - 24:24, 49:15, 103:5, 111:14, 120:3, 140:9, 167:2</p> <p>examination [7] - 32:11, 65:1, 66:16, 67:10, 95:18, 121:13, 140:8</p> <p>EXAMINATION [10] - 3:5, 38:1, 42:9, 65:2, 67:23, 94:25, 99:14, 121:5, 122:24, 146:16</p> <p>examine [4] - 37:25, 65:1, 94:24, 121:4</p> <p>examined [2] - 26:5, 40:4</p> <p>example [6] - 4:24, 8:22, 22:18, 38:9, 38:22, 133:13</p> <p>exceed [2] - 7:25, 187:13</p> <p>excellent [1] - 86:2</p> <p>except [2] - 117:13, 203:16</p> <p>excess [4] - 10:12, 25:22, 26:2, 26:16</p> <p>exchange [1] - 79:13</p> <p>excuse [4] - 26:23, 42:3, 51:1, 121:25</p> <p>excused [1] - 42:5</p> <p>excuses [1] - 108:3</p> <p>execute [2] - 131:23, 178:21</p> <p>executed [7] - 12:17, 12:18, 13:9, 22:7, 169:11, 195:7</p> <p>executing [2] - 12:18, 143:8</p> <p>execution [2] - 130:13, 130:16</p> <p>exhibit [31] - 20:14, 23:13, 24:9, 34:17, 63:17, 63:20, 64:13, 84:5, 112:10, 114:14, 122:3, 122:4, 126:2, 128:15, 129:25, 133:15, 137:4, 139:17, 141:21,</p>	<p>146:3, 162:4, 166:13, 172:21, 175:24, 177:7, 177:15, 193:14, 198:16, 198:20, 199:4, 201:17</p> <p>Exhibit [2] - 35:7, 61:6</p> <p>exhibits [5] - 20:14, 64:22, 64:25, 94:17, 159:24</p> <p>exist [1] - 17:16</p> <p>existed [1] - 131:24</p> <p>existence [1] - 34:15</p> <p>exists [1] - 34:24</p> <p>expected [1] - 196:21</p> <p>expecting [1] - 107:21</p> <p>expense [1] - 79:11</p> <p>expenses [4] - 26:17, 59:18, 59:21, 59:24</p> <p>experience [2] - 66:7, 73:4</p> <p>explain [4] - 4:8, 71:21, 79:8, 174:25</p> <p>explained [3] - 124:12, 136:5, 152:10</p> <p>explanation [1] - 34:3</p> <p>explanatory [2] - 86:2, 86:7</p> <p>expose [1] - 207:23</p> <p>extend [5] - 18:1, 23:22, 28:9, 28:13, 37:11</p> <p>extension [1] - 14:5</p> <p>extensive [1] - 16:4</p> <p>extent [1] - 59:22</p> <p>externally [1] - 32:17</p> <p>extra [5] - 50:14, 66:24, 80:18, 192:8, 193:25</p> <p>extraordinary [1] - 15:7</p> <p>extravagant [1] - 151:22</p> <p>extremely [1] - 158:19</p>	<p>failure [2] - 59:10, 148:3</p> <p>Fair [2] - 6:13, 6:15</p> <p>fair [3] - 177:18, 178:15, 206:10</p> <p>faith [2] - 138:19, 139:11</p> <p>fall [1] - 135:7</p> <p>fallacy [1] - 166:23</p> <p>fallen [1] - 108:4</p> <p>familiar [6] - 4:12, 17:23, 57:7, 77:23, 127:6, 148:10</p> <p>family [3] - 4:25, 46:25, 47:2</p> <p>far [14] - 7:25, 9:9, 9:24, 56:19, 73:7, 88:23, 104:16, 110:20, 130:17, 150:20, 154:23, 171:10, 191:8</p> <p>favor [4] - 125:25, 126:16, 155:13, 172:16</p> <p>fax [36] - 29:24, 136:1, 162:8, 162:9, 162:15, 162:21, 168:1, 168:6, 168:10, 168:12, 168:16, 169:4, 172:17, 173:10, 173:11, 181:16, 182:12, 183:8, 183:17, 185:15, 186:21, 187:5, 189:5, 190:22, 190:23, 191:1, 193:24, 194:3, 198:21, 198:23, 198:24, 199:12, 204:25</p> <p>faxed [11] - 168:10, 171:15, 173:17, 179:2, 181:12, 181:15, 182:13, 183:4, 183:13, 191:2, 205:6</p> <p>faxing [1] - 189:7</p> <p>FBI [3] - 44:19, 111:13, 159:18</p> <p>February [20] - 29:18, 30:10, 32:24, 89:21, 89:25, 93:17, 161:16, 162:18, 176:1, 177:8, 178:25, 185:19, 185:20, 186:3, 186:24, 198:22, 199:8, 200:10, 200:13, 201:18</p>	<p>Fed [11] - 15:16, 17:11, 17:12, 17:13, 18:8, 31:12, 35:2, 35:4, 38:5, 40:6, 151:10</p> <p>FEDERAL [1] - 1:19</p> <p>federal [4] - 10:5, 29:16, 83:18, 133:10</p> <p>Federal [52] - 7:3, 7:6, 10:6, 14:2, 14:8, 14:9, 19:23, 19:24, 23:15, 26:8, 29:14, 29:22, 30:16, 31:10, 32:2, 32:20, 32:21, 33:8, 33:22, 34:9, 35:3, 36:21, 37:13, 72:7, 72:10, 73:7, 74:16, 75:5, 77:19, 79:2, 79:7, 82:24, 83:12, 85:14, 86:3, 86:8, 86:9, 86:10, 86:13, 86:14, 90:2, 90:9, 93:22, 95:23, 96:10, 151:10, 153:1, 153:25, 167:7, 167:17, 201:2</p> <p>federally [1] - 11:16</p> <p>fee [16] - 22:18, 58:10, 58:25, 59:2, 59:7, 59:9, 92:10, 134:22, 145:19, 163:25, 164:1, 165:3, 166:7, 173:4, 205:21</p> <p>fees [2] - 59:25, 176:18</p> <p>fell [4] - 101:13, 108:8, 108:14, 108:17</p> <p>felt [1] - 80:25</p> <p>Fenner [3] - 119:18, 193:22, 202:9</p> <p>few [11] - 13:22, 48:6, 49:6, 51:24, 52:4, 55:14, 75:22, 98:10, 115:10, 122:8, 127:24</p> <p>fiance [4] - 42:20, 42:25, 43:21, 45:7</p> <p>fide [1] - 178:13</p> <p>field [1] - 68:13</p> <p>fifty [1] - 100:13</p> <p>Fifty [1] - 42:14</p> <p>fifty-five [1] - 100:13</p> <p>Fifty-three [1] - 42:14</p> <p>fight [1] - 80:8</p> <p>fighting [1] - 46:7</p> <p>file [10] - 95:24, 124:16, 124:20, 124:22, 124:24, 127:2, 129:8, 132:7, 134:13, 140:18</p>	<p>filed [47] - 41:1, 47:17, 124:21, 125:19, 125:21, 127:8, 128:2, 128:23, 129:11, 129:12, 130:11, 130:14, 130:15, 131:16, 131:23, 132:20, 133:9, 133:14, 133:17, 133:19, 134:2, 134:3, 134:12, 135:20, 136:2, 136:7, 136:9, 136:17, 137:1, 137:11, 138:14, 138:19, 138:24, 139:4, 139:10, 139:12, 141:20, 142:21, 143:18, 144:1, 144:20, 144:25, 145:10, 145:24, 159:9</p> <p>files [1] - 133:11</p> <p>filing [16] - 128:21, 133:5, 134:1, 134:22, 134:25, 135:12, 135:25, 139:14, 141:4, 141:7, 142:1, 143:3, 143:4, 143:11, 143:25, 145:19</p> <p>filings [2] - 133:1, 138:16</p> <p>fill [5] - 43:24, 44:6, 47:18, 47:19, 129:2</p> <p>filling [1] - 44:1</p> <p>final [3] - 127:3, 128:1, 128:8</p> <p>finalized [3] - 125:22, 125:23, 129:3</p> <p>finally [4] - 46:9, 54:13, 56:14, 159:11</p> <p>finance [3] - 47:6, 157:7, 186:11</p> <p>financial [15] - 4:7, 5:10, 5:20, 49:24, 50:8, 53:9, 71:9, 72:1, 80:3, 80:5, 80:8, 148:14, 150:12, 160:12, 165:14</p> <p>financing [1] - 68:16</p> <p>fine [3] - 99:11, 108:21, 182:3</p> <p>firm [5] - 46:21, 85:16, 123:9, 123:10, 123:11</p> <p>firm's [8] - 26:10, 37:16, 189:8, 191:3, 194:7, 198:25,</p>
	<p style="text-align: center;">F</p> <p>face [1] - 85:17</p> <p>facile [1] - 98:11</p> <p>facilities [1] - 43:3</p> <p>facsimile [2] - 60:16, 196:24</p> <p>fact [11] - 15:20, 17:17, 27:6, 31:25, 40:18, 41:14, 56:13, 98:23, 105:25, 130:8, 138:23</p> <p>facts [1] - 124:12</p> <p>failing [1] - 134:22</p>			

<p>199:12, 205:7 firms [4] - 69:5, 73:21, 75:6, 84:13 first [56] - 11:12, 14:16, 15:7, 15:12, 20:21, 21:11, 27:2, 28:12, 29:6, 29:21, 30:19, 32:7, 36:25, 47:22, 48:13, 48:14, 52:25, 55:14, 59:9, 60:5, 64:6, 65:10, 88:10, 95:12, 103:8, 106:18, 112:20, 114:6, 120:9, 122:4, 126:13, 128:5, 129:15, 133:17, 138:22, 139:3, 139:7, 141:5, 144:2, 144:5, 144:6, 151:24, 152:8, 152:23, 156:14, 161:13, 161:14, 161:19, 161:22, 163:15, 165:13, 169:20, 173:10, 179:13, 196:18 fit [1] - 18:20 Fitzgerald [1] - 15:2 five [16] - 30:11, 37:12, 49:8, 51:9, 59:9, 80:17, 100:13, 106:11, 106:12, 106:15, 117:10, 117:15, 117:22, 120:21, 139:13, 186:24 five-year [1] - 30:11 fixed [1] - 38:6 flabbergasted [1] - 110:4 flag [3] - 10:2, 15:17, 31:14 flags [7] - 15:3, 15:5, 32:4, 32:15, 34:5, 40:8 flip [1] - 173:20 Florida [7] - 42:16, 45:10, 99:17, 99:24, 100:2, 100:6, 119:18 flow [2] - 9:4, 38:6 focus [1] - 5:6 focuses [1] - 3:14 Fogarty [1] - 159:5 Fogerty [4] - 122:21, 123:1, 145:1, 159:11 FOGERTY [2] - 2:8, 122:22 folks [1] - 16:16 follow [1] - 11:19 followed [1] - 13:20</p>	<p>following [16] - 27:8, 27:23, 27:25, 35:21, 37:8, 54:5, 54:7, 118:3, 131:9, 134:15, 170:2, 177:22, 189:3, 194:6, 196:12 follows [8] - 3:4, 30:3, 42:8, 67:22, 85:11, 99:13, 122:23, 146:15 FOR [2] - 1:1, 2:3 force [1] - 110:23 forced [1] - 66:1 foreclose [1] - 131:19 foregoing [4] - 26:2, 209:7, 209:10, 209:20 forever [1] - 141:13 forget [2] - 15:14, 63:5 form [5] - 12:15, 22:10, 44:15, 58:15 formal [1] - 41:1 former [3] - 31:11, 31:12, 123:25 forms [2] - 43:24, 44:5 formulate [1] - 68:11 forth [16] - 12:16, 29:7, 44:8, 58:12, 60:7, 100:24, 104:9, 104:11, 104:15, 105:12, 108:5, 108:7, 110:16, 178:6, 178:9, 209:9 forthcoming [1] - 52:20 forty [1] - 195:17 forward [4] - 23:24, 84:18, 140:19, 193:3 foundations [1] - 5:4 four [23] - 11:8, 28:20, 28:22, 37:11, 59:1, 61:2, 89:10, 89:13, 89:20, 97:4, 97:10, 97:14, 97:21, 98:4, 126:13, 126:16, 132:12, 139:12, 176:22, 177:1, 193:25, 200:13, 204:19 fraud [1] - 54:17 fraudulent [2] - 15:16, 16:7 free [3] - 31:6, 79:11, 189:12 freezes [1] - 144:1 frequently [4] - 11:2, 11:6, 48:13, 48:17 Friday [4] - 63:4, 86:4, 115:12, 122:10</p>	<p>FRIDAY [1] - 1:14 friend [12] - 70:18, 103:4, 105:15, 121:12, 121:20, 124:1, 148:22, 148:23, 148:25, 153:20, 163:5, 182:8 friendly [2] - 102:19, 121:7 friends [5] - 47:11, 104:25, 105:1, 108:2, 109:1 friendship [2] - 47:10, 149:9 FRNs [3] - 85:12, 85:13, 87:11 FRNY [1] - 29:25 front [10] - 20:20, 21:11, 47:22, 57:16, 57:17, 82:9, 106:16, 110:17, 132:8, 160:2 fruition [2] - 11:14, 97:9 fuel [1] - 69:18 fulfill [1] - 97:10 full [19] - 5:12, 15:20, 20:19, 29:25, 33:8, 58:3, 59:4, 59:11, 59:16, 59:19, 83:4, 85:19, 163:16, 163:17, 188:8, 191:14, 196:10, 205:17 fully [1] - 13:19 functions [1] - 4:20 fund [21] - 4:6, 4:21, 4:23, 4:24, 8:22, 8:23, 49:14, 49:16, 51:11, 51:14, 81:4, 81:11, 185:21, 185:24, 186:14, 186:23, 187:11, 189:9, 190:3, 196:24, 204:4 funding [2] - 51:14, 97:12 funds [26] - 5:13, 7:11, 7:12, 7:13, 23:23, 26:13, 30:2, 30:4, 30:20, 31:1, 31:5, 33:5, 34:7, 37:13, 55:3, 58:15, 63:1, 83:9, 83:23, 88:9, 91:25, 93:11, 155:21, 155:24, 186:13, 206:18 furtherance [1] - 83:3 future [2] - 10:15, 10:19</p>	<p>G gallons [1] - 170:12 gamut [1] - 4:11 garage [2] - 109:3, 151:16 Garden [2] - 152:1, 152:2 gas [4] - 73:10, 73:24, 74:1, 74:7 gathered [1] - 185:25 Gene [1] - 14:25 generally [5] - 13:25, 46:25, 47:12, 155:11, 156:12 generated [5] - 28:24, 44:21, 186:2, 187:11, 187:13 gentleman [1] - 27:14 gentleman's [1] - 15:14 geologist [3] - 25:25, 171:20, 195:16 given [15] - 9:5, 12:7, 44:22, 52:25, 60:3, 60:4, 60:20, 61:24, 125:3, 125:9, 125:11, 127:18, 128:15, 131:8, 162:20 glass [1] - 99:18 global [6] - 3:12, 15:1, 15:4, 16:23, 20:8, 31:18 God [2] - 55:5, 55:6 gold [1] - 69:18 Goldman [2] - 4:14, 38:9 government [4] - 19:23, 77:19, 151:2, 151:14 GOVERNMENT [1] - 2:3 governmental [1] - 15:10 grade [4] - 10:14, 10:16, 18:13, 26:1 grammar [1] - 35:9 grant [1] - 27:4 granted [4] - 26:8, 31:23, 103:18, 141:2 great [2] - 73:18, 81:8 greater [2] - 9:9, 9:16 grew [1] - 46:13 grey [10] - 14:6, 17:14, 23:23, 34:9, 34:21, 35:2, 35:6, 37:14, 83:13, 83:24 ground [7] - 18:16, 25:19, 49:20, 153:8,</p>	<p>153:11, 153:12, 157:18 group [1] - 72:6 Grove [1] - 25:8 guarantee [1] - 154:15 guaranteed [1] - 155:5 guarantees [3] - 154:23, 185:8, 195:25 guarantor [6] - 164:15, 177:6, 192:7, 194:18, 203:5 guess [16] - 7:16, 48:4, 48:15, 55:14, 65:4, 65:22, 74:20, 89:21, 103:11, 110:7, 110:8, 114:8, 119:5, 119:8, 179:6, 191:21 guide [1] - 62:23 Guild [2] - 101:14, 101:16 guys [2] - 16:5, 17:2</p>
H				
<p>habit [1] - 110:23 half [14] - 34:1, 34:2, 69:8, 104:22, 112:17, 128:4, 129:25, 134:19, 152:7, 180:25, 181:2, 181:4, 181:6, 186:1 hall [2] - 139:21, 139:22 hand [4] - 27:13, 60:18, 113:22, 207:2 handbag [1] - 147:12 handbags [1] - 147:15 handed [3] - 44:12, 120:22, 207:4 handle [2] - 44:4, 72:10 handwriting [25] - 90:18, 113:6, 113:13, 113:14, 113:23, 114:4, 119:2, 120:10, 120:12, 160:16, 160:17, 160:19, 160:20, 160:21, 173:25, 180:21, 180:22, 182:21, 182:22, 182:23, 186:4, 204:21 handwritten [3] - 91:7, 91:8, 116:10 happy [2] - 168:22, 186:15</p>				

<p>hard [3] - 44:13, 60:24, 204:24</p> <p>HARLEY [1] - 1:7</p> <p>harley [3] - 56:16, 66:20, 185:2</p> <p>Harley [280] - 6:6, 6:11, 6:20, 7:2, 7:14, 7:21, 8:5, 11:7, 12:20, 12:21, 13:8, 13:12, 14:4, 14:10, 16:11, 18:11, 18:21, 19:4, 19:14, 19:22, 20:6, 20:11, 20:12, 20:13, 20:24, 21:12, 21:17, 23:7, 23:14, 23:16, 23:25, 24:23, 25:10, 25:11, 26:19, 26:21, 26:24, 27:4, 28:16, 29:9, 30:8, 31:22, 32:4, 34:2, 35:8, 35:10, 35:21, 36:7, 37:20, 44:19, 45:5, 45:6, 48:1, 48:9, 48:14, 49:1, 53:3, 53:21, 54:25, 60:19, 60:21, 61:4, 61:15, 61:19, 62:17, 63:6, 64:3, 64:17, 64:18, 65:6, 70:6, 70:9, 70:20, 70:23, 70:25, 71:6, 71:8, 71:9, 71:12, 71:16, 71:21, 73:2, 74:6, 75:23, 76:6, 76:10, 76:21, 77:13, 78:3, 78:7, 79:14, 79:20, 80:22, 81:24, 82:18, 83:16, 84:25, 85:24, 86:8, 86:9, 86:19, 86:22, 86:25, 87:2, 87:7, 87:25, 89:18, 89:19, 90:1, 90:8, 90:16, 90:24, 91:9, 92:15, 93:3, 93:11, 94:8, 95:4, 95:7, 95:10, 95:12, 95:18, 95:23, 96:25, 102:5, 103:7, 103:24, 104:6, 105:21, 106:19, 107:25, 113:1, 113:11, 114:22, 121:7, 124:10, 125:1, 125:2, 125:4, 125:14, 125:15, 125:25, 126:18, 127:12, 129:10, 132:9, 132:16, 134:10, 135:8, 135:17, 136:2, 137:1, 137:18,</p>	<p>138:16, 138:21, 140:2, 140:6, 140:8, 140:12, 140:17, 141:4, 141:15, 142:10, 142:14, 143:8, 143:11, 143:23, 144:23, 144:25, 148:15, 148:18, 148:20, 149:1, 149:4, 149:14, 149:22, 149:25, 150:3, 150:10, 150:11, 150:20, 151:25, 152:5, 152:10, 154:15, 154:23, 156:24, 157:2, 157:9, 157:21, 158:8, 158:16, 159:12, 161:4, 161:7, 161:10, 161:20, 163:4, 164:13, 164:14, 165:13, 165:21, 166:25, 167:16, 167:21, 169:4, 170:9, 171:1, 171:15, 172:4, 172:6, 172:23, 173:11, 174:7, 174:10, 174:13, 174:25, 175:18, 176:5, 176:25, 177:5, 177:12, 177:20, 178:1, 178:2, 178:4, 178:8, 178:18, 178:23, 179:3, 179:12, 179:15, 181:8, 181:14, 181:17, 182:6, 182:14, 182:18, 182:22, 183:4, 183:9, 184:17, 184:24, 186:9, 186:25, 187:17, 190:24, 191:5, 192:6, 192:7, 192:11, 192:25, 193:11, 194:4, 194:8, 194:17, 194:19, 194:20, 197:5, 197:9, 197:21, 197:24, 198:13, 200:12, 200:25, 201:20, 201:22, 202:5, 203:4, 203:14, 204:18, 204:20, 204:25, 205:10, 206:19</p> <p>Harley's [19] - 6:16,</p>	<p>12:9, 76:1, 93:7, 94:10, 107:4, 111:10, 132:5, 143:10, 158:4, 158:14, 160:25, 166:8, 175:25, 178:19, 194:18, 198:18, 199:6, 202:9</p> <p>HARRISBURG [1] - 1:20</p> <p>Harry [1] - 25:11</p> <p>head [8] - 3:14, 3:17, 14:25, 15:2, 15:4, 20:8, 86:10, 180:2</p> <p>headed [1] - 101:12</p> <p>header [3] - 168:12, 173:10, 182:13</p> <p>heading [1] - 17:22</p> <p>headquartered [1] - 5:25</p> <p>headquarters [1] - 3:12</p> <p>heads [1] - 15:1</p> <p>health [1] - 148:12</p> <p>hear [2] - 146:20, 208:2</p> <p>heard [6] - 34:21, 62:18, 150:2, 174:5, 174:9, 174:12</p> <p>hearing [23] - 130:8, 130:10, 131:15, 135:19, 135:21, 136:25, 138:21, 138:23, 138:25, 139:2, 139:4, 139:6, 139:9, 139:14, 139:24, 140:12, 140:19, 140:23, 141:8, 141:11, 144:4, 145:15, 146:19</p> <p>hearsay [1] - 180:4</p> <p>heart [2] - 62:22, 148:3</p> <p>hedge [1] - 4:6</p> <p>held [17] - 14:2, 14:7, 17:10, 17:12, 17:13, 18:8, 22:17, 25:13, 25:18, 39:19, 40:6, 54:19, 66:23, 67:2, 85:16, 130:9, 144:4</p> <p>help [3] - 51:14, 52:6, 80:1</p> <p>helped [3] - 47:18, 47:19, 116:22</p> <p>Henry [12] - 27:14, 148:22, 148:23, 153:20, 158:7, 158:10, 161:18, 162:8, 163:10,</p>	<p>184:19, 184:20, 184:22</p> <p>hereafter [1] - 164:6</p> <p>hereby [17] - 27:3, 29:25, 33:7, 37:2, 37:8, 58:3, 60:9, 127:18, 163:17, 169:14, 185:23, 187:10, 188:8, 191:15, 203:19, 205:18, 209:6</p> <p>herein [5] - 58:11, 58:18, 88:25, 177:14, 196:12</p> <p>hereinafter [5] - 58:6, 58:9, 58:20, 89:2, 169:13</p> <p>hereinbefore [1] - 209:9</p> <p>hereto [1] - 177:14</p> <p>hesitate [1] - 26:18</p> <p>hi [4] - 189:8, 191:2, 198:24, 205:6</p> <p>high [4] - 5:3, 17:5, 83:8, 197:23</p> <p>Highland [1] - 195:9</p> <p>highlight [2] - 128:4, 140:10</p> <p>highlighted [2] - 191:11, 193:19</p> <p>himself [2] - 20:12, 73:3</p> <p>hit [1] - 102:24</p> <p>hold [9] - 5:7, 5:8, 8:4, 38:4, 38:6, 38:7, 38:10, 38:11, 143:21</p> <p>holder [17] - 31:2, 33:13, 38:9, 58:25, 59:5, 59:13, 59:14, 59:16, 59:19, 59:20, 60:1, 60:2, 60:11, 60:13, 89:6, 131:8, 164:2</p> <p>holder's [1] - 59:18</p> <p>holding [4] - 14:10, 18:5, 25:13, 38:16</p> <p>holds [1] - 39:16</p> <p>home [13] - 49:10, 50:12, 50:16, 52:7, 80:7, 80:24, 91:9, 109:19, 115:21, 143:10, 143:23, 158:9, 168:10</p> <p>homes [1] - 4:25</p> <p>honestly [1] - 54:12</p> <p>Honor [8] - 37:21, 76:14, 94:15, 99:7, 122:19, 146:1, 146:11, 206:8</p> <p>honor [1] - 90:3</p>	<p>honorable [1] - 81:1</p> <p>HONORABLE [1] - 1:10</p> <p>hope [5] - 54:18, 66:23, 66:25, 67:2, 74:18</p> <p>hoped [1] - 152:21</p> <p>hour [3] - 36:3, 111:25, 152:7</p> <p>hours [3] - 16:5, 86:4, 131:8</p> <p>House [1] - 185:7</p> <p>house [9] - 103:2, 103:12, 120:23, 158:4, 158:14, 162:10, 168:6, 168:10, 183:17</p> <p>huge [3] - 72:15, 73:10, 74:5</p> <p>Hui [8] - 26:24, 27:3, 28:17, 29:3, 29:9, 31:2, 33:1, 33:13</p> <p>humble [1] - 55:4</p> <p>hundred [6] - 50:4, 120:21, 195:17, 195:18, 196:2</p> <p>hurt [1] - 63:5</p> <p>husband [1] - 103:7</p>
				<p>I</p>
				<p>idea [2] - 97:4, 175:8</p> <p>identification [1] - 127:16</p> <p>identified [1] - 207:12</p> <p>identify [8] - 20:17, 20:20, 22:6, 35:7, 35:19, 57:2, 82:10, 192:8</p> <p>immediate [1] - 177:19</p> <p>immediately [7] - 37:3, 37:9, 59:15, 59:19, 67:17, 112:2, 136:4</p> <p>impact [6] - 133:6, 135:1, 135:5, 135:6, 135:21, 143:4</p> <p>impacted [1] - 133:18</p> <p>impaired [2] - 43:4, 62:1</p> <p>impatient [1] - 108:22</p> <p>implicitly [1] - 67:6</p> <p>impose [1] - 138:15</p> <p>IN [1] - 1:1</p> <p>Inc [22] - 26:8, 29:2, 58:4, 60:18, 63:22, 64:14, 83:4, 119:21, 125:2, 125:16, 126:1, 126:18,</p>

129:24, 134:9, 135:17, 137:18, 137:19, 174:9, 174:10, 174:12, 175:3, 185:23 incident [1] - 110:6 include [1] - 59:24 included [3] - 10:18, 16:16, 144:22 including [3] - 80:16, 80:17, 203:14 inclusive [1] - 35:9 inclusively [1] - 33:10 income [4] - 38:6, 50:4, 70:4, 144:14 Incorporated [5] - 24:25, 25:7, 25:12, 25:18, 37:5 incorporated [2] - 25:9, 177:14 incorporates [1] - 196:12 incorporation [1] - 25:9 incorrect [1] - 36:18 increase [2] - 53:8, 53:9 increment [1] - 106:14 incremental [2] - 114:9, 114:11 incrementally [1] - 80:18 increments [3] - 81:1, 106:15, 106:18 incurring [1] - 59:5 independent [4] - 4:17, 12:6, 74:14, 74:21 INDEX [1] - 2:1 indicate [5] - 64:8, 90:23, 91:8, 115:8, 163:19 indicated [2] - 7:14, 8:15 indicates [3] - 93:6, 142:6, 193:21 indicating [4] - 9:6, 14:9, 21:21, 119:25 indication [1] - 40:12 individual [4] - 7:15, 74:25, 124:10, 131:11 individually [2] - 164:14, 194:18 individuals [5] - 5:3, 9:10, 15:10, 31:17, 123:18 Indonesia [1] - 97:7 Indonesian [1] - 72:6 Indonesians [1] -	72:12 industry [1] - 16:24 information [27] - 11:23, 12:2, 12:3, 12:5, 12:10, 13:18, 13:19, 15:21, 15:24, 16:6, 17:6, 19:7, 19:8, 22:15, 22:16, 22:21, 22:24, 25:5, 26:3, 31:20, 31:22, 44:6, 90:20, 91:16, 92:4, 160:13 informed [2] - 20:8, 20:10 informing [1] - 19:19 inherited [1] - 157:11 initial [15] - 7:8, 7:17, 7:21, 13:16, 23:10, 24:2, 30:11, 49:18, 59:8, 61:20, 64:6, 81:12, 95:3, 135:25, 167:12 initials [6] - 113:20, 117:18, 128:25, 129:1, 160:22, 160:23 input [1] - 48:8 inquire [2] - 7:2, 41:5 inquired [2] - 18:11, 41:4 inquiring [1] - 83:14 instance [8] - 9:19, 125:14, 128:2, 131:7, 133:13, 155:6 instead [2] - 27:8, 50:19 institution [3] - 19:20, 26:10, 58:17 institutional [4] - 3:24, 4:11, 8:7, 17:25 institutions [3] - 5:4, 7:23, 16:23 instruction [2] - 87:7, 200:6 instructions [17] - 87:12, 88:7, 90:15, 90:20, 92:19, 94:10, 94:13, 107:8, 107:10, 116:6, 120:8, 155:25, 165:9, 165:21, 165:22, 172:12, 200:8 instrument [5] - 29:8, 167:24, 167:25, 169:9, 169:10 instruments [20] - 7:6, 10:5, 10:6, 10:14, 10:17, 19:25, 20:3, 23:15, 26:2, 26:9,	26:11, 26:13, 33:22, 36:21, 38:7, 82:24, 83:6, 83:9, 83:19, 84:14 integrated [1] - 25:13 intent [1] - 85:18 interaction [1] - 44:19 interest [13] - 28:24, 35:15, 56:7, 73:5, 73:20, 75:5, 126:19, 128:12, 128:15, 177:21, 189:11, 189:13, 196:1 interested [9] - 18:22, 35:10, 46:13, 71:11, 95:5, 115:11, 122:9, 122:12 interests [3] - 72:1, 73:8, 138:9 interim [1] - 145:23 internal [8] - 19:10, 35:11, 35:16, 193:16, 198:16, 199:5, 201:18, 202:7 internally [7] - 16:12, 16:13, 17:15, 19:12, 32:7, 32:16, 32:17 international [2] - 81:4, 81:11 internet [6] - 6:15, 12:6, 15:23, 75:12, 75:20, 75:22 interpret [2] - 114:3, 119:1 intervening [1] - 19:14 interview [1] - 44:21 interviewed [1] - 44:18 introduced [2] - 148:22, 149:13 introducing [2] - 70:21, 149:3 introduction [2] - 149:1, 150:11 inventions [1] - 160:13 inventory [1] - 44:1 inverted [1] - 61:24 invest [23] - 8:23, 9:6, 49:7, 49:8, 49:12, 49:25, 50:18, 51:2, 105:21, 106:4, 113:3, 149:15, 149:16, 149:19, 152:22, 156:6, 156:8, 157:21, 166:22, 175:22, 176:5, 176:8 invested [9] - 56:18, 56:19, 64:4, 117:16,	153:13, 166:20, 167:7, 168:3, 175:11 investigate [1] - 180:16 investing [5] - 9:8, 149:21, 149:24, 161:20, 197:22 investment [35] - 4:23, 5:13, 5:21, 8:2, 9:9, 9:13, 9:15, 9:16, 10:14, 10:16, 11:23, 12:1, 18:12, 26:1, 49:1, 49:18, 51:23, 56:10, 61:17, 61:20, 79:14, 79:25, 83:8, 87:13, 87:25, 121:14, 121:15, 121:22, 122:16, 167:13, 176:17, 186:7, 188:3, 191:20 investments [14] - 4:22, 5:6, 9:20, 79:22, 105:2, 152:20, 154:14, 156:23, 172:14, 185:25, 186:2, 187:11, 187:14, 193:11 investor [5] - 8:13, 8:21, 8:22, 9:18, 9:23 investors [14] - 3:25, 4:21, 5:2, 5:14, 8:7, 8:24, 9:1, 9:4, 9:14, 105:9, 105:10, 105:11 invited [1] - 109:24 invoice [1] - 44:9 involved [15] - 3:22, 4:7, 57:3, 66:8, 66:11, 68:25, 71:9, 71:22, 74:25, 75:6, 78:13, 98:16, 124:2, 137:24, 198:9 involvement [3] - 37:4, 75:3, 95:3 involves [1] - 3:23 ISIN [1] - 26:15 issuance [1] - 30:25 issue [5] - 30:9, 30:10, 40:11, 105:22, 175:9 issued [5] - 30:24, 34:11, 34:19, 83:11, 175:25 issues [5] - 48:4, 100:19, 100:25, 135:9, 139:1 item [4] - 28:21, 28:22, 144:25, 197:8 items [1] - 161:19	itself [4] - 20:19, 22:5, 127:1, 191:10 J Jack [6] - 15:4, 20:7, 20:8, 115:14, 115:15, 116:25 Jackie [11] - 103:24, 105:24, 106:3, 107:11, 107:25, 109:19, 110:6, 115:14, 118:10, 120:8, 182:18 Jacksonville [1] - 119:18 Jacqueline [26] - 61:10, 90:24, 92:15, 93:3, 93:7, 94:8, 101:21, 101:23, 102:4, 102:9, 102:17, 102:20, 121:8, 125:1, 126:18, 132:16, 192:10, 192:20, 192:24, 194:18, 194:19, 194:20, 204:16, 204:17 Jalan [1] - 28:18 January [4] - 107:19, 114:25, 173:12, 176:2 jargon [1] - 52:21 JAWS [1] - 43:15 Jay [1] - 46:16 Jerry [1] - 70:12 Jersey [4] - 6:13, 25:8, 25:9, 25:19 Jim [1] - 15:3 job [3] - 42:19, 44:3, 102:10 Johnson [9] - 126:8, 128:15, 135:15, 135:24, 136:2, 136:8, 139:6, 139:8 Johnson's [1] - 128:9 joint [7] - 194:6, 194:15, 195:23, 199:1, 203:9, 203:13, 204:12 jokes [1] - 109:15 JOSEPH [1] - 1:22 Joseph [10] - 7:15, 14:4, 26:24, 27:3, 28:17, 29:3, 29:9, 31:1, 33:1, 33:13 joyfully [1] - 63:5 Judge [15] - 126:8, 128:9, 128:15, 130:10, 130:11,
---	--	--	--	---

132:8, 133:25, 135:14, 135:24, 136:2, 136:8, 137:7, 139:6, 139:8, 139:21 judge [3] - 126:10, 136:3, 139:2 judges [3] - 47:20, 126:9, 130:9 judgment [29] - 98:15, 99:6, 125:24, 126:11, 126:16, 126:24, 127:3, 127:19, 127:23, 128:1, 128:5, 128:9, 129:3, 129:9, 129:12, 129:13, 129:14, 129:17, 129:21, 130:5, 131:16, 131:17, 131:22, 132:15, 135:16, 136:20, 142:22, 159:12, 159:16 judicial [1] - 127:20 Julius [2] - 182:11, 184:3 July [37] - 112:18, 112:25, 114:23, 115:4, 117:11, 119:12, 119:21, 123:20, 124:5, 126:19, 128:16, 143:16, 176:20, 186:22, 187:14, 187:21, 187:23, 188:7, 189:1, 189:4, 190:2, 190:3, 190:13, 190:17, 193:3, 193:21, 193:24, 195:7, 196:24, 197:2, 197:5, 197:7, 202:23, 204:3, 204:5, 204:25, 205:12 jump [1] - 9:7 jumped [2] - 9:5, 17:18 June [11] - 46:3, 46:4, 85:22, 86:4, 86:18, 128:16, 128:17, 202:13, 203:15, 204:2, 204:8 jurors [1] - 57:16 JURY [1] - 1:13 jury [6] - 56:22, 67:13, 111:24, 150:2, 189:19, 207:20	K K.Y.C [1] - 32:9 Kathleen [4] - 99:11, 109:16, 113:7, 113:17 KATHLEEN [2] - 2:7, 99:12 keep [7] - 32:16, 113:16, 135:12, 146:18, 177:24, 195:11, 195:21 keeping [14] - 9:3, 9:14, 29:20, 30:8, 30:21, 30:23, 30:24, 31:8, 31:23, 32:3, 37:12, 83:9, 83:23, 110:22 Kelly [9] - 6:12, 6:17, 99:11, 99:16, 109:16, 112:8, 113:7, 113:17, 121:7 KELLY [2] - 2:7, 99:12 kept [5] - 30:15, 55:15, 109:7, 135:11, 157:17 Kesterson [5] - 25:25, 171:20, 172:3, 172:18, 195:15 KEVIN [2] - 2:8, 122:22 Kevin [2] - 122:21, 145:1 key [1] - 154:19 Kiat [17] - 7:16, 7:20, 14:3, 14:4, 14:11, 26:25, 27:3, 28:1, 28:17, 29:3, 29:9, 31:2, 31:21, 31:24, 33:1, 33:13 kids' [1] - 50:25 kind [11] - 9:10, 12:2, 15:8, 47:1, 69:3, 73:6, 87:5, 109:6, 123:15, 177:12, 207:24 kindest [4] - 23:24, 83:15, 86:22, 87:7 kindly [1] - 85:4 kitchen [1] - 120:23 knee [1] - 100:21 knowingly [4] - 121:24, 122:1, 122:2 knowledge [2] - 79:24, 98:24 known [7] - 6:2, 45:19, 70:17, 123:24, 125:2, 144:5, 149:3 knows [1] - 109:20 Kohn [2] - 31:12,	33:15 Kube [15] - 61:10, 101:21, 101:23, 102:4, 102:9, 125:2, 126:18, 132:16, 192:10, 192:20, 192:24, 194:19, 204:16, 204:17 Kube-Harley [2] - 125:2, 126:18 L labor [1] - 16:4 lady [1] - 47:22 Lane [1] - 25:8 language [3] - 12:17, 170:20, 189:10 large [4] - 4:11, 5:4, 31:17, 31:18 largely [1] - 11:16 larger [3] - 4:15, 46:18, 120:7 largest [1] - 16:22 Larry [24] - 75:1, 75:3, 75:4, 75:8, 75:9, 75:15, 75:18, 75:25, 76:19, 84:6, 84:12, 84:14, 84:16, 84:17, 85:3, 85:7, 85:11, 96:11, 96:14, 96:16, 96:22, 96:24, 96:25 last [23] - 11:4, 56:2, 56:20, 69:22, 70:3, 89:15, 118:2, 125:22, 134:17, 142:11, 152:6, 161:6, 164:11, 170:25, 172:11, 177:3, 191:21, 192:5, 203:3, 203:16, 204:23, 207:9 lasted [1] - 132:19 latter [1] - 18:25 laundering [1] - 32:9 LAURA [2] - 209:3, 209:17 Laura [1] - 209:14 law [8] - 46:25, 47:2, 59:23, 60:14, 69:8, 111:6, 123:3, 159:18 Lawn [2] - 6:13, 6:16 laws [2] - 59:23, 60:15 lawsuit [5] - 95:25, 124:20, 132:23, 159:9, 159:11 lawsuits [1] - 123:18 lawyer [9] - 111:8, 123:2, 123:7,	124:13, 129:6, 137:21, 137:23, 145:7, 206:14 lawyers [2] - 123:10, 137:24 laymen's [2] - 4:8, 128:7 lead [1] - 206:10 leading [4] - 154:18, 167:9, 167:10, 199:22 league [4] - 109:8, 109:9, 109:17, 110:1 leasing [1] - 25:14 least [2] - 19:13, 178:14 leave [1] - 39:22 leaving [1] - 110:12 Lee [6] - 42:21, 43:1, 177:13, 182:7, 182:11, 184:3 leery [1] - 106:1 left [10] - 29:13, 50:17, 115:14, 115:22, 115:25, 116:12, 160:22, 171:21, 173:25, 190:1 legal [20] - 5:1, 10:10, 29:8, 38:20, 46:1, 47:25, 52:20, 52:21, 54:16, 56:1, 56:5, 56:8, 62:19, 63:10, 90:4, 90:5, 90:8, 90:11, 128:4, 138:12 legality [1] - 52:20 legitimacy [1] - 84:2 legitimate [3] - 20:3, 144:15, 154:10 legs [1] - 147:25 Lehigh [19] - 124:23, 125:19, 126:8, 126:24, 127:7, 128:25, 129:11, 129:13, 133:18, 135:2, 135:3, 135:6, 137:1, 139:1, 141:11, 142:22, 152:3, 155:18, 155:20 lend [5] - 8:13, 40:17, 40:18, 41:11, 41:16 lender [3] - 58:9, 60:8, 68:14 lending [4] - 18:9, 18:18, 18:19, 58:17 length [1] - 133:2 lent [2] - 62:20, 64:6 less [3] - 9:2, 157:23, 205:24 letter [21] - 10:11,	14:8, 15:22, 17:13, 19:6, 20:5, 23:22, 23:23, 26:13, 32:1, 37:12, 37:13, 83:10, 85:18, 86:3, 86:7, 86:21, 171:23, 172:3, 182:18, 203:24 letterhead [5] - 14:9, 22:8, 36:13, 85:19, 171:19 letters [5] - 26:13, 33:5, 47:17, 83:24, 137:6 leverage [2] - 8:11, 8:14 levied [1] - 143:23 levy [4] - 129:22, 131:21, 132:2, 143:10 Lexus [16] - 109:13, 109:14, 120:22, 129:23, 130:16, 130:18, 131:8, 131:24, 132:1, 132:12, 132:14, 143:6, 143:9, 150:2, 150:3 liabilities [2] - 25:17, 26:16 liability [1] - 22:20 Liberty [1] - 29:23 library [2] - 180:1, 182:18 licensed [5] - 25:25, 68:12, 68:13, 68:14, 123:5 lien [3] - 131:18, 131:19, 131:21 liens [1] - 31:7 life [8] - 43:10, 55:3, 63:3, 66:7, 66:23, 66:25, 67:2, 150:6 light [2] - 43:5, 43:6 likelihood [1] - 171:10 likely [1] - 34:16 limited [8] - 11:24, 23:20, 26:23, 28:9, 28:13, 37:10, 59:24, 83:5 limits [1] - 41:14 Line [1] - 140:10 line [8] - 49:10, 50:12, 50:16, 52:8, 60:19, 113:7, 118:1, 170:3 lined [1] - 159:1 Lines [1] - 140:10 linked [1] - 38:5 list [6] - 63:18, 127:6, 127:10, 141:15,
--	--	---	---	---

<p>142:14, 160:10 listed [7] - 30:4, 76:20, 134:8, 136:16, 136:22, 137:17, 142:18 listen [1] - 41:20 lists [1] - 160:12 literally [2] - 129:11, 139:21 litigation [8] - 93:23, 123:17, 124:1, 132:19, 133:10, 133:18, 135:1, 137:2 live [15] - 42:15, 45:10, 45:11, 45:13, 45:15, 68:2, 71:3, 75:14, 99:24, 100:6, 146:24, 147:1, 147:3, 149:12, 150:8 lived [4] - 71:5, 75:17, 100:2, 147:21 lives [2] - 50:25, 70:16 living [4] - 45:21, 100:6, 101:20, 104:4 LLC [4] - 10:10, 36:7, 36:14, 37:5 loan [51] - 8:3, 8:8, 8:11, 8:13, 8:14, 8:17, 17:23, 17:24, 18:1, 40:11, 40:12, 40:17, 40:18, 41:1, 41:4, 41:5, 41:6, 41:19, 41:22, 58:2, 58:19, 58:25, 59:2, 62:8, 64:2, 65:10, 66:8, 66:13, 87:21, 88:16, 89:1, 97:13, 112:19, 112:23, 117:25, 121:11, 121:14, 157:8, 163:16, 163:22, 164:1, 164:5, 185:25, 187:12, 188:7, 188:14, 189:11, 191:14, 202:15, 205:16 loaned [6] - 65:5, 65:14, 81:1, 97:3, 97:21, 98:11 loans [14] - 8:10, 10:24, 11:1, 17:20, 17:22, 18:3, 51:13, 51:16, 73:14, 73:21, 73:23, 154:14, 156:23, 185:8 located [10] - 3:11, 6:17, 25:20, 29:22, 46:15, 74:1, 105:6, 123:11, 152:2, 158:11</p>	<p>locations [1] - 44:2 logo [2] - 29:13, 32:19 look [13] - 9:2, 11:25, 12:5, 12:14, 23:24, 78:20, 117:2, 122:5, 143:7, 143:16, 163:5, 163:10, 187:1 looked [7] - 8:11, 18:5, 56:7, 56:24, 165:16, 192:16, 204:14 looking [18] - 4:21, 5:12, 8:2, 8:9, 8:15, 8:17, 13:14, 17:17, 19:12, 19:18, 40:14, 41:19, 77:17, 77:22, 116:21, 149:16, 190:1 looks [2] - 184:6, 192:18 loop [1] - 20:13 Los [3] - 68:3, 70:16, 75:14 losing [2] - 80:7, 80:24 lost [5] - 43:25, 46:9, 50:2, 61:3, 111:7 loud [2] - 88:24, 126:15 LPC [4] - 174:9, 174:10, 174:12, 175:3 Luci [1] - 99:17 lucky [2] - 74:9, 157:9 lump [7] - 80:18, 103:17, 103:18, 103:19, 106:14, 155:9, 206:21 lunch [6] - 94:21, 111:23, 111:24, 112:3, 112:4, 112:8 Lynch [18] - 63:24, 64:14, 119:18, 119:20, 120:1, 155:13, 155:22, 165:8, 172:15, 190:11, 193:21, 195:24, 197:17, 200:4, 200:16, 201:19, 202:9, 203:21</p>	<p>168:10, 183:17 machines [2] - 43:25, 44:2 Madison [10] - 12:21, 13:2, 13:7, 21:17, 21:22, 23:5, 23:25, 36:7, 36:14, 37:4 magnificent [2] - 53:7, 53:21 mail [55] - 11:11, 13:21, 14:13, 18:23, 20:24, 21:1, 21:3, 21:4, 21:15, 23:14, 23:16, 23:18, 24:17, 29:11, 35:7, 35:8, 36:5, 45:4, 47:17, 55:17, 55:24, 56:2, 56:3, 56:20, 60:5, 62:10, 62:12, 62:13, 62:15, 62:16, 62:17, 63:6, 63:11, 65:23, 71:2, 77:13, 82:15, 82:18, 83:23, 84:1, 84:8, 84:20, 84:21, 84:22, 85:20, 85:21, 85:22, 86:18, 86:24, 87:1, 88:4, 90:21, 127:11, 192:19, 207:3 mailed [11] - 44:16, 58:24, 60:16, 62:14, 89:5, 127:9, 127:21, 192:20, 192:21, 192:22, 196:24 mailing [1] - 60:4 mails [4] - 19:18, 84:15, 85:9, 85:10 maintain [2] - 61:1, 73:20 maintains [1] - 59:16 major [2] - 100:17, 104:1 mails [1] - 4:25 man [3] - 81:1, 123:21, 201:15 manage [1] - 49:23 managed [4] - 9:12, 9:21, 9:24, 21:24 management [6] - 3:15, 8:2, 9:11, 22:1, 63:23 manager [5] - 5:1, 9:18, 9:23, 13:4, 15:1 managers [10] - 3:18, 3:24, 4:5, 4:9, 4:11, 4:16, 4:20, 5:6, 5:12, 9:10 managing [2] - 3:20, 5:7</p>	<p>manner [1] - 32:2 manufacturing [1] - 147:12 March [19] - 6:5, 6:24, 11:2, 21:2, 21:13, 28:15, 46:3, 93:13, 137:12, 138:6, 138:24, 138:25, 139:7, 139:9, 140:18, 140:19, 141:10, 201:22, 202:10 Marina [2] - 88:21, 89:4 marked [4] - 63:20, 64:13, 93:2, 177:15 market [1] - 178:15 marks [1] - 118:5 married [2] - 147:1, 147:2 MARSHALL [2] - 2:9, 146:14 Marshall [15] - 123:22, 123:23, 123:24, 124:2, 124:5, 126:17, 146:13, 161:18, 163:1, 184:2, 189:8, 191:2, 195:8, 198:24, 205:6 Marshalls [1] - 46:17 Mary [9] - 58:6, 58:22, 61:8, 61:17, 61:21, 62:6, 63:6, 63:24, 64:15 MARY [2] - 2:5, 42:7 Maryann [1] - 42:6 match [1] - 72:21 matching [1] - 71:14 material [3] - 16:15, 26:3, 183:1 Mathia [3] - 102:1, 102:2, 102:7 matter [8] - 26:17, 37:18, 86:5, 87:6, 124:6, 124:8, 124:9, 127:19 matters [3] - 69:5, 71:10, 124:2 maturity [10] - 58:21, 59:3, 59:6, 89:3, 112:24, 114:25, 164:2, 164:3, 164:6, 205:22 mean [17] - 8:20, 10:24, 47:2, 73:16, 106:12, 110:10, 114:5, 116:18, 119:4, 124:15, 131:1, 133:5, 137:6, 137:20, 143:5,</p>	<p>170:16, 202:5 meaning [1] - 144:12 means [18] - 4:9, 8:24, 9:2, 9:23, 11:18, 13:17, 58:16, 60:10, 60:12, 68:8, 74:17, 128:7, 133:24, 137:21, 141:2, 156:21, 181:22, 209:21 meant [1] - 117:4 media [2] - 207:23, 207:24 medical [4] - 100:18, 100:25, 101:17, 103:16 medicine [1] - 168:18 meet [8] - 46:10, 48:14, 70:23, 75:22, 103:6, 124:5, 148:20, 158:16 meeting [12] - 16:15, 144:5, 144:7, 144:9, 144:10, 144:17, 151:24, 152:4, 152:6, 152:10, 159:2, 174:10 meetings [1] - 48:9 Mellon [6] - 107:6, 116:6, 118:22, 155:14, 165:6, 200:5 members [4] - 67:13, 111:23, 189:19, 207:20 memo [3] - 64:1, 64:16, 204:19 memory [2] - 79:4, 90:10 memos [3] - 26:14, 83:10, 83:24 mention [7] - 10:7, 10:15, 19:22, 32:4, 34:2, 34:4, 92:10 mentioned [13] - 5:4, 8:20, 10:17, 12:23, 16:1, 16:9, 18:14, 20:1, 76:19, 112:10, 127:22, 209:8 merely [1] - 76:2 Merrill [18] - 63:24, 64:14, 119:17, 119:20, 120:1, 155:13, 155:22, 165:8, 172:15, 190:11, 193:21, 195:24, 197:17, 200:4, 200:16, 201:19, 202:9, 203:21 message [7] - 85:2,</p>
M				
<p>M&T [1] - 155:20 M.D [1] - 182:10 M20092487 [1] - 195:15 machine [5] - 43:18, 162:10, 168:6,</p>				

86:17, 115:14, 115:22, 116:1, 116:12, 208:1 messages [2] - 110:13, 110:14 met [16] - 70:16, 75:12, 75:18, 95:12, 101:24, 102:9, 102:17, 103:10, 123:23, 148:21, 150:10, 152:8, 159:22, 174:5, 174:12 metal [1] - 68:11 metals [2] - 68:9, 68:10 method [1] - 155:12 microphone [2] - 3:16, 42:23 Microsoft [1] - 43:14 mid [1] - 134:12 MIDDLE [1] - 1:1 Middle [3] - 133:20, 209:4, 209:18 middle [1] - 157:6 midwest [1] - 180:1 might [4] - 46:10, 48:7, 48:8, 156:16 million [61] - 7:18, 25:20, 30:14, 34:13, 34:18, 34:20, 41:18, 78:12, 78:15, 78:18, 79:18, 81:13, 81:14, 88:1, 89:14, 89:24, 89:25, 93:16, 95:22, 96:3, 96:4, 96:24, 97:5, 97:21, 98:1, 125:10, 125:18, 128:12, 129:21, 136:23, 151:4, 151:6, 151:7, 151:9, 151:22, 154:6, 154:12, 159:14, 169:21, 169:23, 170:4, 170:6, 170:10, 174:19, 174:21, 177:19, 179:18, 181:2, 181:19, 186:1, 187:13, 189:11, 195:17, 201:10, 202:21, 202:25, 204:1, 204:3, 205:21, 206:2 mine [10] - 6:11, 70:10, 75:9, 113:15, 113:17, 113:25, 117:19, 148:22, 180:23, 182:24 mingle [2] - 8:6, 10:3	mingled [3] - 8:24, 9:25, 17:18 mingling [4] - 8:20, 8:21, 9:2, 10:1 minute [3] - 155:1, 181:25, 206:9 minutes [5] - 67:18, 99:10, 111:25, 127:25, 189:23 mistake [1] - 96:20 misused [1] - 99:6 modified [3] - 23:21, 28:9, 37:11 Mohammed [1] - 28:5 moment [2] - 52:7, 79:23 Monday [5] - 86:6, 207:18, 207:19, 207:21, 208:3 monetary [2] - 81:4, 81:11 monetize [2] - 75:6, 81:9 monetizing [1] - 73:17 money [217] - 4:22, 7:6, 8:1, 8:6, 8:13, 8:21, 8:23, 9:4, 9:10, 10:1, 15:8, 17:10, 17:17, 18:17, 32:9, 38:12, 38:15, 38:16, 38:21, 38:24, 39:4, 39:6, 39:7, 39:8, 39:9, 39:12, 39:18, 39:21, 39:22, 40:5, 40:6, 40:15, 40:18, 40:20, 43:25, 49:10, 49:11, 49:12, 49:13, 49:17, 49:22, 50:11, 50:14, 50:15, 50:18, 50:22, 51:9, 51:11, 51:12, 51:18, 52:19, 52:25, 53:4, 53:8, 54:12, 54:18, 55:12, 55:19, 55:21, 56:16, 60:21, 63:2, 64:3, 65:5, 65:18, 65:20, 65:22, 65:25, 66:4, 66:8, 66:14, 66:21, 72:15, 73:10, 74:5, 78:7, 78:22, 79:20, 79:21, 80:6, 80:9, 80:19, 80:23, 81:1, 81:17, 81:19, 81:22, 82:1, 82:2, 82:3, 82:4, 87:13, 90:9, 90:23, 92:15, 92:24, 93:23, 93:25, 97:14, 98:4, 98:11, 98:13, 103:16, 103:25, 104:3, 104:7, 104:9,	104:16, 104:20, 104:24, 104:25, 105:2, 105:3, 105:22, 106:9, 106:19, 107:4, 107:13, 107:15, 107:17, 107:18, 108:12, 108:22, 109:5, 109:18, 109:21, 110:12, 111:1, 111:6, 111:9, 115:1, 116:7, 117:8, 118:8, 119:4, 122:15, 124:10, 124:11, 125:4, 125:6, 125:17, 126:11, 129:9, 145:12, 149:15, 149:16, 149:19, 149:21, 149:24, 150:4, 150:8, 151:22, 152:14, 152:18, 152:22, 152:23, 152:24, 152:25, 153:2, 153:5, 153:10, 153:14, 154:24, 155:9, 155:11, 155:12, 155:15, 156:2, 156:6, 157:16, 157:22, 158:2, 158:8, 158:22, 161:20, 162:1, 162:20, 162:25, 163:3, 163:7, 163:11, 163:18, 163:20, 164:7, 165:13, 165:25, 167:4, 170:20, 170:21, 170:23, 172:15, 172:21, 173:6, 175:11, 175:17, 176:5, 184:9, 186:17, 186:19, 188:19, 188:21, 190:4, 190:6, 193:11, 193:12, 197:12, 197:22, 199:16, 199:25, 200:10, 201:14, 206:5, 206:7 Money [3] - 69:15, 85:21, 91:24 moneys [4] - 15:17, 35:4, 38:6, 178:1 monitor [2] - 57:15, 82:9 Monroe [8] - 45:16, 100:10, 129:10, 129:13, 129:14,	129:17, 130:4, 131:17 month [9] - 50:1, 50:8, 93:17, 93:18, 104:4, 118:21, 134:24, 202:25, 205:24 month's [1] - 49:9 months [26] - 11:5, 54:11, 54:13, 55:11, 55:14, 62:20, 89:10, 89:13, 89:21, 97:4, 97:11, 97:14, 97:21, 98:4, 104:22, 104:23, 106:7, 107:18, 132:21, 141:17, 155:6, 176:22, 177:1, 178:3, 186:24, 188:17 Morgan [2] - 4:14, 38:9 morning [6] - 3:1, 42:11, 42:12, 67:25, 208:3 Morris [1] - 14:25 most [9] - 9:9, 45:16, 48:6, 49:7, 52:5, 62:22, 63:5, 99:4, 195:2 mostly [2] - 43:5, 123:17 motion [14] - 130:11, 130:12, 130:14, 132:7, 135:15, 138:14, 138:17, 139:10, 139:15, 140:3, 140:13, 140:24, 141:2, 141:7 motions [1] - 135:12 Mount [1] - 100:7 move [12] - 3:16, 5:8, 19:20, 37:21, 38:21, 38:22, 63:15, 64:20, 94:16, 120:25, 146:2, 207:11 moved [4] - 46:17, 61:2, 64:23, 64:25 movie [2] - 103:15, 196:16 moving [3] - 9:4, 35:4, 193:3 MR [93] - 3:2, 3:6, 24:8, 24:9, 24:10, 24:11, 24:13, 24:14, 24:15, 37:21, 37:24, 38:2, 41:25, 42:1, 42:4, 42:6, 42:10, 57:6, 57:9, 57:11, 57:13, 57:14, 63:15, 63:19, 64:20, 64:24,	65:3, 65:15, 65:19, 67:9, 67:11, 67:20, 67:24, 76:13, 76:15, 76:24, 77:4, 77:10, 77:12, 94:15, 94:20, 94:23, 95:1, 96:7, 96:15, 99:7, 99:8, 99:11, 99:15, 111:22, 112:6, 112:7, 119:14, 120:25, 121:3, 121:6, 122:18, 122:19, 122:21, 122:25, 146:1, 146:7, 146:9, 146:13, 146:17, 154:18, 154:22, 154:25, 155:3, 167:9, 167:11, 168:20, 168:23, 169:1, 169:3, 180:4, 180:5, 180:8, 182:3, 182:4, 189:17, 189:25, 199:22, 199:24, 200:19, 200:20, 200:21, 200:23, 206:8, 206:12, 207:11, 207:15, 207:18 multi [2] - 13:4, 22:1 multi-asset [2] - 13:4, 22:1 multiply [1] - 49:8 must [5] - 59:6, 60:3, 61:24, 83:13, 117:22 mutual [3] - 8:22, 8:23, 195:23
N				
name [38] - 6:12, 10:10, 13:1, 15:14, 15:15, 24:20, 25:6, 27:14, 30:22, 38:8, 38:10, 39:19, 40:17, 69:12, 70:11, 75:1, 76:19, 77:20, 85:4, 86:6, 91:2, 91:23, 91:25, 101:21, 108:18, 113:18, 119:17, 123:21, 129:1, 129:24, 130:9, 143:6, 151:17, 155:19, 162:16, 165:5, 169:15 named [6] - 7:15, 28:5, 33:1, 142:12, 171:2, 184:25 namely [1] - 31:1 names [6] - 4:12, 4:14,				

<p>4:15, 5:4, 13:17, 38:10</p> <p>natural [1] - 105:2</p> <p>nature [7] - 3:22, 6:24, 17:8, 46:23, 124:8, 124:9, 171:6</p> <p>Naugle [2] - 127:20, 128:24</p> <p>NDA [2] - 21:16, 21:18</p> <p>near [1] - 40:23</p> <p>necessary [2] - 178:10, 178:22</p> <p>Ned [6] - 3:2, 21:7, 23:19, 35:18, 36:6, 36:23</p> <p>ned [1] - 21:16</p> <p>need [17] - 14:21, 16:16, 73:3, 79:3, 91:1, 104:11, 106:9, 110:18, 115:22, 140:22, 152:25, 168:18, 168:24, 188:11, 191:17, 197:20, 205:19</p> <p>needed [14] - 49:7, 49:13, 52:5, 55:20, 79:1, 79:4, 79:10, 93:23, 95:8, 97:9, 98:3, 153:3, 153:10, 168:23</p> <p>needs [3] - 93:24, 168:17, 168:18</p> <p>negotiated [2] - 9:18, 60:1</p> <p>negotiation [1] - 26:6</p> <p>neighbors [1] - 109:3</p> <p>nervous [1] - 99:20</p> <p>net [3] - 5:3, 28:24, 178:17</p> <p>never [20] - 10:17, 32:1, 32:2, 40:23, 41:1, 41:8, 41:17, 48:9, 56:8, 66:9, 74:7, 76:22, 107:14, 108:18, 115:15, 167:15, 167:18, 171:5, 180:15, 206:7</p> <p>New [19] - 5:25, 6:13, 19:24, 25:8, 25:9, 25:19, 29:16, 29:22, 29:23, 30:16, 32:21, 33:9, 83:12, 101:9, 115:17, 115:18, 115:25</p> <p>new [24] - 4:3, 4:4, 11:15, 11:19, 11:21, 12:14, 107:14, 109:2, 109:4, 109:7, 110:1, 123:21, 123:24, 124:6,</p>	<p>124:8, 124:9, 157:6, 176:14, 176:17, 184:13, 188:22, 199:13, 202:13</p> <p>newspaper [1] - 183:3</p> <p>next [49] - 20:23, 22:5, 23:1, 24:7, 24:14, 26:20, 27:18, 28:7, 29:4, 29:10, 31:4, 31:9, 32:18, 33:20, 34:8, 36:10, 54:11, 63:20, 85:20, 109:20, 113:18, 116:4, 116:10, 117:9, 118:15, 118:25, 127:23, 128:18, 129:6, 129:9, 131:10, 141:8, 162:16, 163:9, 169:5, 173:20, 178:12, 179:18, 183:2, 189:10, 191:10, 194:14, 194:16, 195:12, 196:20, 199:4, 205:11</p> <p>nice [1] - 146:11</p> <p>nicer [1] - 46:19</p> <p>night [1] - 109:19</p> <p>nine [1] - 178:3</p> <p>NO [1] - 1:11</p> <p>non [9] - 12:15, 20:18, 21:5, 21:19, 22:7, 22:11, 22:21, 31:6, 37:1</p> <p>non-criminal [1] - 31:6</p> <p>non-disclosure [7] - 12:15, 20:18, 21:5, 21:19, 22:7, 22:11, 22:21</p> <p>non-performance [1] - 37:1</p> <p>Noor [1] - 28:5</p> <p>normal [1] - 26:16</p> <p>North [1] - 3:18</p> <p>north [1] - 46:18</p> <p>notarized [3] - 27:10, 27:23, 28:4</p> <p>notary [4] - 27:12, 27:21, 27:23, 28:5</p> <p>notation [1] - 122:6</p> <p>notations [2] - 91:8, 115:8</p> <p>note [140] - 30:12, 45:5, 49:20, 52:13, 52:16, 52:18, 52:21, 52:22, 53:1, 53:3, 54:3, 54:7, 55:10, 57:21, 57:25, 58:1,</p>	<p>58:12, 58:14, 58:16, 58:24, 59:5, 59:8, 59:12, 59:13, 59:14, 59:16, 59:18, 59:20, 59:22, 60:1, 60:3, 60:11, 60:12, 60:14, 60:16, 65:21, 65:23, 65:24, 66:24, 73:18, 73:19, 77:1, 77:5, 78:18, 81:12, 87:7, 87:9, 87:11, 87:20, 87:23, 88:5, 88:7, 88:8, 88:13, 89:6, 89:7, 89:21, 93:16, 93:18, 96:1, 104:16, 107:12, 107:14, 107:17, 112:11, 112:15, 112:18, 116:23, 116:24, 117:1, 117:9, 117:13, 118:7, 122:14, 154:2, 154:3, 154:4, 156:1, 156:7, 162:19, 162:22, 163:9, 163:14, 163:18, 163:19, 164:2, 164:11, 164:17, 164:24, 165:16, 165:17, 166:13, 167:21, 169:22, 170:1, 173:16, 173:23, 174:17, 174:20, 175:25, 176:1, 176:2, 176:6, 176:14, 176:22, 177:7, 187:2, 188:5, 188:6, 188:22, 191:3, 191:10, 191:12, 191:13, 192:12, 192:16, 194:7, 195:14, 195:20, 196:14, 196:24, 198:25, 199:12, 202:12, 203:3, 204:2, 205:7, 205:11, 205:24</p> <p>noted [3] - 8:5, 34:18, 140:7</p> <p>notes [63] - 8:4, 72:7, 72:10, 72:11, 72:14, 72:20, 73:5, 73:7, 73:12, 74:16, 75:5, 75:6, 75:16, 76:1, 76:4, 76:7, 76:12, 76:13, 76:15, 76:16, 76:18, 76:20, 76:21, 77:2, 77:3, 77:8, 77:11, 77:14, 79:7, 79:11, 85:14, 85:17, 86:13, 86:15, 90:3,</p>	<p>90:16, 96:11, 105:18, 106:16, 110:11, 110:17, 110:19, 110:21, 110:22, 111:2, 114:16, 114:17, 115:9, 116:11, 153:1, 153:22, 153:24, 153:25, 156:2, 167:7, 167:17, 176:13, 179:7, 181:5, 188:20, 201:2</p> <p>nothing [10] - 17:2, 52:11, 54:9, 55:20, 64:16, 97:24, 99:8, 127:1, 136:6, 145:25</p> <p>notice [15] - 22:24, 33:24, 35:20, 36:6, 36:16, 37:16, 60:3, 60:10, 60:12, 60:13, 127:15, 127:18, 135:24, 136:13, 142:16</p> <p>noticed [2] - 109:3, 147:23</p> <p>notices [1] - 60:3</p> <p>notification [2] - 136:8, 139:5</p> <p>notifications [1] - 134:15</p> <p>notified [3] - 136:3, 138:21</p> <p>November [15] - 82:15, 82:22, 84:7, 123:8, 124:21, 125:21, 132:20, 132:21, 133:14, 134:3, 135:20, 135:25, 136:17, 192:1</p> <p>null [2] - 178:7, 196:9</p> <p>number [46] - 5:22, 10:16, 14:20, 15:19, 15:25, 28:10, 28:20, 28:22, 29:3, 29:24, 30:2, 30:21, 31:2, 31:16, 33:2, 33:13, 61:9, 64:14, 81:8, 91:2, 91:9, 91:10, 91:11, 92:16, 112:22, 115:17, 116:17, 117:20, 118:3, 124:3, 133:23, 137:4, 138:5, 155:10, 165:11, 168:13, 168:14, 168:15, 168:16, 170:1, 170:12, 203:19</p>	<p>numbered [1] - 209:9</p> <p>numbers [10] - 24:11, 29:1, 30:6, 30:7, 33:10, 61:24, 74:7, 150:24</p> <p>numerous [1] - 116:2</p>
O				
<p>O'Brien [4] - 57:7, 94:19, 146:6, 207:16</p> <p>O'BRIEN [38] - 1:22, 24:8, 24:10, 24:13, 37:24, 38:2, 41:25, 42:4, 57:9, 57:11, 64:24, 65:3, 65:19, 67:9, 76:13, 76:24, 77:4, 77:10, 94:20, 94:23, 95:1, 96:15, 99:7, 121:3, 121:6, 122:18, 146:7, 146:9, 154:18, 154:25, 167:9, 180:4, 199:22, 200:19, 200:21, 206:8, 207:15, 207:18</p> <p>oath [1] - 140:3</p> <p>object [2] - 96:7, 200:21</p> <p>objected [1] - 145:3</p> <p>objecting [1] - 145:8</p> <p>objection [23] - 37:23, 37:24, 57:10, 57:11, 64:22, 64:24, 76:13, 76:24, 94:22, 121:2, 121:3, 145:1, 146:6, 146:7, 154:18, 154:25, 167:9, 180:4, 199:22, 206:8, 207:14, 207:15</p> <p>objective [1] - 129:8</p> <p>obligation [2] - 59:14, 95:24</p> <p>obligations [3] - 82:3, 106:9, 196:9</p> <p>obtain [1] - 26:11</p> <p>obtained [1] - 58:17</p> <p>obviously [2] - 53:9, 163:18</p> <p>occasion [2] - 101:21, 123:21</p> <p>occasions [2] - 65:5, 110:25</p> <p>occupation [2] - 123:1, 147:9</p> <p>occur [3] - 20:12, 95:22, 98:21</p> <p>occurred [4] - 8:12,</p>				

<p>133:2, 135:22, 145:15</p> <p>occurrence [1] - 9:25</p> <p>occurs [1] - 38:23</p> <p>October [27] - 53:1, 55:10, 58:20, 61:25, 86:25, 88:4, 88:15, 89:20, 93:6, 110:11, 115:9, 115:12, 115:13, 115:16, 116:12, 122:10, 142:5, 142:8, 145:17, 145:20, 166:11, 166:15, 190:20, 191:13, 192:2, 192:15, 198:25</p> <p>odd [1] - 160:10</p> <p>OF [2] - 1:1, 1:3</p> <p>off-the-shelf [2] - 43:14, 44:13</p> <p>offer [2] - 5:2, 178:14</p> <p>offered [2] - 52:2, 180:5</p> <p>offering [1] - 49:5</p> <p>offhand [1] - 96:9</p> <p>office [17] - 5:5, 5:24, 6:14, 6:16, 26:19, 43:14, 46:15, 46:19, 48:4, 48:17, 48:25, 51:22, 55:24, 102:10, 102:25, 127:11, 128:23</p> <p>OFFICE [1] - 1:18</p> <p>Office [3] - 90:24, 169:12, 188:10</p> <p>officer [3] - 6:13, 11:18, 35:1</p> <p>officers [1] - 25:10</p> <p>official [4] - 6:6, 77:17, 77:18, 77:22</p> <p>Official [3] - 209:3, 209:15, 209:17</p> <p>officials [2] - 19:23, 31:10</p> <p>offs [1] - 15:12</p> <p>often [4] - 47:23, 47:24, 62:25, 63:2</p> <p>oil [71] - 10:12, 10:16, 10:19, 15:25, 18:15, 25:20, 49:14, 49:16, 49:19, 49:20, 51:11, 73:9, 73:24, 74:1, 74:7, 74:10, 74:15, 79:2, 104:18, 104:19, 104:20, 105:4, 105:18, 122:13, 150:22, 151:9, 152:20, 152:25, 153:4,</p>	<p>153:6, 153:8, 153:10, 153:12, 153:22, 154:2, 154:3, 156:25, 157:10, 157:13, 157:15, 157:18, 157:19, 157:20, 167:7, 167:16, 167:23, 169:9, 169:23, 170:2, 170:5, 170:7, 170:10, 170:19, 170:22, 173:15, 173:17, 173:22, 176:1, 176:6, 177:13, 182:6, 182:9, 184:2, 194:6, 194:7, 195:16, 198:8, 198:10, 200:25</p> <p>old [7] - 42:13, 53:15, 67:25, 100:12, 146:22, 146:23, 147:5</p> <p>Olive [2] - 152:1, 152:2</p> <p>OLIVER [1] - 1:23</p> <p>once [11] - 7:13, 16:14, 20:1, 45:8, 126:24, 131:6, 131:16, 134:12, 151:22, 158:5, 206:24</p> <p>one [90] - 8:1, 8:5, 8:15, 9:5, 10:13, 14:25, 15:11, 16:5, 16:22, 16:24, 23:23, 31:15, 34:5, 34:15, 34:18, 35:24, 37:9, 37:13, 40:5, 41:8, 43:2, 43:3, 44:2, 48:5, 48:19, 52:7, 57:25, 61:23, 68:15, 69:8, 69:23, 70:3, 73:14, 80:18, 88:14, 93:13, 98:10, 98:25, 105:1, 106:14, 107:16, 108:16, 108:20, 111:2, 117:3, 117:11, 118:4, 120:21, 120:23, 124:17, 124:18, 125:14, 126:8, 127:12, 129:1, 130:9, 130:19, 136:4, 140:17, 140:20, 140:21, 141:10, 142:12, 147:19, 151:6, 151:17,</p>	<p>151:18, 155:9, 156:19, 157:19, 161:19, 161:21, 164:4, 171:17, 173:11, 180:25, 184:13, 186:1, 186:23, 186:25, 191:21, 195:16, 195:17, 196:21, 202:13, 202:15, 203:16, 203:19, 204:13, 206:21</p> <p>ones [1] - 57:2</p> <p>ongoing [1] - 11:17</p> <p>online [1] - 47:19</p> <p>Opel [1] - 133:25</p> <p>opened [1] - 47:17</p> <p>opening [1] - 152:20</p> <p>operating [1] - 26:16</p> <p>operation [1] - 147:12</p> <p>operations [4] - 6:17, 13:16, 14:18, 14:25</p> <p>opine [1] - 16:16</p> <p>opinion [1] - 25:23</p> <p>opportunities [8] - 4:5, 5:14, 11:16, 11:19, 11:24, 12:14, 14:21, 49:2</p> <p>opportunity [18] - 4:3, 4:4, 6:19, 7:2, 11:12, 16:14, 16:17, 17:4, 20:9, 35:10, 35:18, 49:6, 51:23, 71:13, 140:2, 144:11, 144:16, 150:12</p> <p>opposed [3] - 123:18, 142:11, 179:7</p> <p>order [30] - 14:22, 34:17, 61:10, 62:5, 63:24, 79:10, 79:11, 97:9, 126:7, 126:10, 126:24, 127:2, 127:8, 127:10, 127:18, 128:1, 128:3, 128:5, 128:9, 128:14, 130:4, 130:12, 130:13, 131:6, 131:9, 132:9, 134:21, 141:3, 141:13, 143:13</p> <p>ordered [1] - 37:2</p> <p>ordering [2] - 43:25, 44:1</p> <p>ordinary [1] - 26:16</p> <p>Oregon [2] - 69:8, 69:10</p> <p>organizations [1] - 15:10</p> <p>origin [1] - 31:6</p> <p>original [17] - 27:20,</p>	<p>27:22, 29:8, 45:5, 60:17, 93:16, 107:15, 112:15, 112:25, 116:16, 116:18, 117:1, 118:7, 162:22, 174:3, 196:25</p> <p>osteoporosis [1] - 100:20</p> <p>ourselves [1] - 38:25</p> <p>outdoor [1] - 43:6</p> <p>outlined [1] - 30:3</p> <p>Outlook [1] - 43:14</p> <p>outside [1] - 102:25</p> <p>outstanding [2] - 51:13, 51:16</p> <p>overall [1] - 53:9</p> <p>overdraft [1] - 38:24</p> <p>owe [2] - 110:2, 170:13</p> <p>owed [5] - 59:7, 145:12, 154:12, 175:17, 181:5</p> <p>owes [3] - 39:5, 39:13, 109:20</p> <p>owing [2] - 196:13, 204:1</p> <p>own [13] - 12:5, 62:15, 66:7, 76:25, 77:4, 80:3, 123:10, 147:13, 147:15, 157:10, 167:16</p> <p>owned [26] - 25:21, 43:21, 49:19, 49:20, 71:24, 73:9, 74:15, 77:14, 80:2, 80:4, 105:4, 143:10, 147:16, 150:17, 150:21, 150:25, 152:11, 152:13, 153:22, 156:25, 167:7, 184:14, 185:3, 185:10, 200:25, 201:9</p> <p>owner [8] - 25:22, 85:18, 169:21, 177:12, 179:16, 182:6, 182:7, 195:14</p> <p>ownership [9] - 28:23, 76:7, 85:8, 85:11, 105:18, 130:17, 130:20, 170:9, 177:21</p> <p>owning [1] - 25:13</p> <p>owns [3] - 26:1, 42:20, 42:25</p>	<p>P.A [5] - 58:23, 61:9, 63:22, 100:7, 195:10</p> <p>p.m [4] - 35:24, 62:11, 115:25, 122:7</p> <p>PA [3] - 1:20, 1:24, 209:19</p> <p>package [1] - 181:15</p> <p>page [77] - 15:22, 20:20, 20:23, 21:11, 22:3, 22:6, 23:1, 24:7, 24:11, 24:14, 27:9, 27:23, 27:25, 28:20, 29:4, 31:9, 31:13, 33:19, 33:20, 36:10, 85:20, 89:15, 92:21, 94:3, 94:12, 113:5, 116:4, 116:10, 117:9, 118:2, 118:3, 118:15, 122:4, 126:13, 127:5, 127:7, 127:23, 128:18, 132:11, 134:17, 138:6, 144:5, 144:6, 146:4, 161:6, 161:13, 163:9, 164:11, 169:5, 170:25, 172:11, 173:20, 177:3, 178:12, 180:21, 181:11, 182:12, 183:2, 189:10, 191:10, 192:5, 194:14, 194:16, 195:6, 196:20, 199:4, 200:7, 203:3, 203:12, 203:24, 205:11</p> <p>Page [3] - 140:5, 140:10, 179:8</p> <p>pages [4] - 24:8, 24:10, 118:3, 122:4</p> <p>paid [20] - 18:4, 58:16, 59:20, 60:14, 61:9, 62:5, 63:24, 96:19, 101:15, 114:2, 114:6, 115:1, 115:4, 115:6, 117:20, 171:11, 176:13, 196:10, 196:18, 204:3</p> <p>painting [14] - 177:13, 177:18, 179:16, 179:18, 180:3, 180:10, 181:1, 181:6, 181:18, 182:6, 182:9, 183:14, 184:2, 185:6</p> <p>paintings [1] - 151:20</p>
				P
				P-a-l-m-a [1] - 70:14

<p>Palma [4] - 70:12, 70:15, 70:20, 71:8</p> <p>PALMER [1] - 70:13</p> <p>paper [4] - 18:9, 40:7, 90:17, 129:8</p> <p>papers [5] - 127:2, 129:11, 129:12, 131:23, 160:3</p> <p>paperwork [3] - 44:3, 102:14, 127:25</p> <p>Paragraph [17] - 163:19, 163:23, 163:24, 164:3, 164:4, 176:16, 176:19, 178:6, 178:9, 188:13, 188:16, 191:22, 191:25, 202:19, 202:22, 205:19, 205:22</p> <p>paragraph [25] - 27:2, 28:12, 29:21, 31:4, 33:6, 33:21, 36:25, 37:6, 37:7, 88:10, 88:14, 88:23, 89:11, 112:20, 112:24, 126:13, 126:16, 130:19, 132:12, 163:15, 169:20, 179:15, 195:12, 197:8, 205:15</p> <p>paragraphs [1] - 30:19</p> <p>parameters [2] - 18:20, 41:14</p> <p>parent [3] - 50:5, 54:17, 67:3</p> <p>parenthesis [1] - 33:12</p> <p>Park [11] - 12:21, 13:2, 13:7, 21:17, 21:22, 23:6, 23:25, 36:7, 36:14, 37:4, 46:16</p> <p>parked [1] - 109:3</p> <p>part [10] - 18:25, 32:7, 82:15, 82:18, 104:11, 123:9, 141:13, 181:15, 183:13, 183:19</p> <p>partial [4] - 59:4, 64:3, 64:5, 64:17</p> <p>participate [4] - 134:11, 139:24, 195:19, 195:22</p> <p>particular [8] - 4:1, 4:23, 16:17, 16:18, 24:22, 142:9, 142:13, 153:6</p> <p>particularly [1] - 131:24</p> <p>parties [16] - 13:10,</p>	<p>22:24, 29:5, 60:6, 78:13, 80:1, 97:23, 136:4, 178:2, 178:10, 178:13, 178:16, 178:21, 191:18, 205:13</p> <p>partnership [11] - 11:25, 177:12, 178:6, 179:8, 179:24, 180:13, 180:15, 180:16, 180:18, 181:12, 198:8</p> <p>party [40] - 22:16, 22:17, 22:19, 22:20, 60:6, 60:8, 95:21, 96:2, 96:5, 96:6, 96:14, 96:17, 96:18, 96:21, 97:20, 97:24, 133:11, 194:20, 195:14, 195:18, 195:22, 195:23, 195:25, 196:2, 196:3, 196:5, 196:11, 196:12, 196:13, 196:14, 196:22, 198:9, 203:20, 203:25, 204:1, 204:3</p> <p>party's [1] - 195:24</p> <p>pass [3] - 32:11, 32:12, 32:16</p> <p>passed [1] - 141:10</p> <p>passport [3] - 31:2, 33:13, 85:18</p> <p>past [3] - 5:23, 148:13, 186:24</p> <p>patient [1] - 81:21</p> <p>pay [28] - 51:15, 58:1, 58:6, 58:18, 59:2, 59:10, 59:11, 59:15, 59:19, 79:10, 87:20, 88:25, 97:10, 97:21, 98:4, 108:12, 122:15, 134:22, 145:18, 154:15, 156:7, 163:21, 178:8, 178:19, 181:8, 184:9, 188:6, 196:14</p> <p>payable [5] - 58:11, 61:12, 64:15, 192:24, 204:16</p> <p>paying [1] - 105:23</p> <p>payment [22] - 28:23, 58:11, 59:4, 59:15, 59:18, 60:11, 64:3, 64:5, 64:17, 101:13, 101:14, 103:18, 103:19, 105:21,</p>	<p>156:15, 176:18, 177:20, 196:7, 196:16, 196:21, 207:9</p> <p>payments [11] - 58:14, 58:18, 58:21, 63:4, 80:11, 88:23, 89:3, 103:17, 114:9, 114:12, 120:17</p> <p>PDF [6] - 21:9, 36:8, 36:11, 44:16, 44:17, 45:3</p> <p>pending [2] - 133:10, 134:25</p> <p>Penn [4] - 91:2, 92:18, 93:3, 94:7</p> <p>Pennsylvania [21] - 27:15, 45:11, 45:13, 45:15, 45:21, 58:5, 58:8, 59:23, 60:16, 78:24, 91:5, 101:20, 123:5, 123:7, 123:14, 127:17, 133:20, 146:25, 169:13, 209:5, 209:18</p> <p>PENNSYLVANIA [2] - 1:1, 1:12</p> <p>people [24] - 14:23, 16:8, 47:23, 49:6, 49:7, 51:24, 52:4, 52:5, 56:11, 62:12, 72:7, 72:8, 73:5, 73:23, 74:18, 75:22, 86:14, 96:21, 97:7, 98:8, 98:10, 98:17, 127:12, 162:13</p> <p>people's [1] - 77:18</p> <p>per [5] - 43:12, 115:10, 122:7, 126:20, 192:11</p> <p>percent [9] - 28:25, 29:1, 29:2, 29:3, 41:12, 126:20, 177:21, 178:14</p> <p>percentage [2] - 28:23, 196:5</p> <p>perception [2] - 43:5, 43:6</p> <p>perfect [1] - 109:16</p> <p>performance [2] - 5:11, 37:1</p> <p>performs [1] - 4:10</p> <p>perhaps [2] - 19:15, 194:22</p> <p>period [14] - 11:6, 18:4, 19:9, 19:14, 30:11, 30:23, 31:8, 46:2, 49:9, 55:11, 81:2, 81:3, 98:14,</p>	<p>197:23</p> <p>periodically [1] - 54:11</p> <p>permissible [1] - 57:6</p> <p>permission [3] - 57:1, 66:21</p> <p>permits [1] - 38:20</p> <p>persistently [1] - 108:23</p> <p>person [10] - 27:5, 47:22, 47:23, 54:24, 55:4, 62:1, 124:17, 133:11, 144:13, 175:7</p> <p>personal [19] - 45:6, 45:7, 47:9, 70:18, 114:17, 131:20, 131:21, 142:13, 142:16, 143:3, 143:22, 144:23, 149:9, 166:23, 177:6, 185:8, 192:7, 203:4</p> <p>personally [6] - 55:23, 131:2, 131:5, 142:11, 150:21, 179:12</p> <p>persons [2] - 27:5, 60:13</p> <p>perspective [2] - 32:14, 38:20</p> <p>pertaining [2] - 26:3, 122:13</p> <p>perturbed [1] - 158:19</p> <p>Peter [5] - 82:25, 86:20, 87:5, 89:3, 91:24</p> <p>PETER [2] - 2:6, 67:21</p> <p>peter [1] - 67:20</p> <p>petition [19] - 130:15, 134:1, 134:3, 135:20, 136:17, 136:24, 136:25, 137:11, 137:17, 137:22, 139:4, 141:14, 141:20, 142:1, 142:14, 142:17, 142:21, 143:4, 145:16</p> <p>petroleum [4] - 25:15, 25:19, 25:25, 171:20</p> <p>ph [1] - 102:1</p> <p>phone [13] - 19:17, 48:20, 48:22, 75:20, 91:9, 91:10, 110:7, 110:9, 110:12, 110:25, 115:21, 116:13, 136:1</p> <p>phones [1] - 46:11</p> <p>phrased [1] - 166:25</p>	<p>physical [2] - 147:24, 148:1</p> <p>physically [2] - 207:2, 207:4</p> <p>picked [1] - 131:11</p> <p>picture [5] - 103:9, 183:24, 184:2, 184:6, 184:12</p> <p>piece [2] - 184:13, 184:25</p> <p>pieces [1] - 151:16</p> <p>Pierce [3] - 119:18, 193:22, 202:9</p> <p>place [20] - 4:21, 5:1, 6:17, 7:3, 7:9, 7:17, 7:24, 15:8, 18:24, 26:10, 27:8, 136:6, 139:15, 139:20, 141:9, 149:16, 151:24, 158:10, 166:11, 173:8</p> <p>PLACE [1] - 1:11</p> <p>placed [2] - 9:11, 30:20</p> <p>Placement [1] - 196:19</p> <p>placement [6] - 26:12, 83:7, 195:19, 196:4, 196:6, 196:8</p> <p>places [1] - 8:21</p> <p>placing [2] - 8:1, 8:6</p> <p>plaintiff [2] - 124:17, 126:17</p> <p>plaintiffs [1] - 130:12</p> <p>plan [2] - 98:8, 98:9</p> <p>planned [1] - 90:11</p> <p>planning [1] - 93:22</p> <p>platforms [1] - 81:5</p> <p>Plaza [1] - 46:16</p> <p>pleadings [1] - 47:14</p> <p>pleas [1] - 126:9</p> <p>Pleas [1] - 124:23</p> <p>pleased [1] - 83:3</p> <p>pleasure [1] - 83:2</p> <p>pledge [3] - 185:23, 187:10, 189:11</p> <p>pledging [1] - 188:24</p> <p>plus [6] - 64:9, 83:6, 126:19, 128:12, 166:7, 181:1</p> <p>Pocono [2] - 100:7, 100:8</p> <p>Poconos [3] - 45:19, 111:11, 158:12</p> <p>point [16] - 6:19, 19:21, 20:7, 55:19, 71:19, 108:21, 109:1, 111:2, 116:14, 134:16, 167:15, 171:9,</p>
---	--	--	--	---

<p>176:11, 188:20, 206:13</p> <p>Port [1] - 99:17</p> <p>portfolio [2] - 5:7, 9:15</p> <p>portion [10] - 23:13, 26:20, 45:15, 84:6, 91:7, 113:6, 129:20, 132:15, 140:14, 183:25</p> <p>position [3] - 3:13, 46:13, 80:3</p> <p>possession [4] - 7:11, 74:10, 130:23, 132:6</p> <p>Post [3] - 90:24, 169:12, 188:9</p> <p>potential [4] - 18:11, 49:1, 76:1, 76:4</p> <p>potentially [5] - 7:22, 8:10, 9:9, 10:23, 17:5</p> <p>power [27] - 7:15, 7:16, 11:18, 14:3, 14:5, 23:20, 23:21, 26:8, 26:23, 26:24, 26:25, 27:1, 27:22, 28:9, 28:10, 28:13, 28:14, 31:23, 37:10, 37:11, 72:9, 72:13, 83:5, 97:7, 97:8</p> <p>powerful [1] - 67:4</p> <p>practice [2] - 46:24, 123:3</p> <p>practitioner [3] - 46:20, 46:22, 123:9</p> <p>praecipe [3] - 128:5, 128:7, 128:8</p> <p>prayers [4] - 191:3, 191:6, 199:3, 205:7</p> <p>preceded [1] - 86:18</p> <p>precious [3] - 68:9, 68:10, 68:11</p> <p>prefer [1] - 207:18</p> <p>premises [1] - 167:6</p> <p>premium [1] - 58:25</p> <p>preparation [1] - 44:22</p> <p>prepared [5] - 22:9, 25:24, 124:14, 127:25, 209:11</p> <p>prepay [1] - 59:1</p> <p>prepayment [1] - 59:5</p> <p>prepayments [2] - 59:6, 59:8</p> <p>prescribed [1] - 178:9</p> <p>present [7] - 27:7, 56:22, 135:15, 139:2, 150:12, 152:4, 182:6</p> <p>presentation [1] -</p>	<p>93:6</p> <p>presented [4] - 11:12, 56:10, 113:1, 150:16</p> <p>presentment [2] - 60:9, 60:10</p> <p>Preserve [1] - 19:24</p> <p>president [4] - 5:18, 36:23, 89:19, 171:2</p> <p>pretrial [2] - 135:14, 135:19</p> <p>pretty [2] - 67:3, 97:22</p> <p>prevent [2] - 130:16, 140:18</p> <p>prevented [1] - 143:25</p> <p>prevents [1] - 143:12</p> <p>previous [1] - 138:20</p> <p>previously [14] - 16:2, 31:16, 33:3, 34:7, 45:11, 56:23, 70:17, 94:16, 136:20, 146:3, 165:16, 197:22, 200:18, 207:12</p> <p>price [5] - 157:19, 157:20, 181:1, 181:2, 181:4</p> <p>PRICE [1] - 1:23</p> <p>pricing [2] - 41:4, 160:14</p> <p>primary [1] - 133:1</p> <p>principal [14] - 3:23, 6:16, 25:10, 25:17, 58:10, 58:18, 59:7, 59:9, 69:4, 88:25, 163:21, 176:18, 205:21</p> <p>principally [2] - 4:3, 5:25</p> <p>principle [2] - 4:20, 58:25</p> <p>printer [1] - 117:5</p> <p>printout [1] - 23:24</p> <p>printouts [1] - 37:14</p> <p>private [9] - 4:6, 6:14, 26:12, 83:7, 147:11, 195:19, 196:4, 196:6, 196:8</p> <p>Private [1] - 196:19</p> <p>privately [2] - 25:13, 25:18</p> <p>privileged [1] - 25:4</p> <p>pro [4] - 137:19, 137:20, 137:21, 145:5</p> <p>problem [3] - 90:1, 132:5, 206:10</p> <p>problems [3] - 80:8, 101:17, 148:1</p> <p>Procedure [1] - 127:18</p>	<p>procedure [1] - 144:10</p> <p>procedures [2] - 26:15, 83:10</p> <p>proceed [7] - 14:21, 16:20, 19:13, 57:12, 62:19, 76:17, 143:13</p> <p>PROCEEDINGS [1] - 1:13</p> <p>proceedings [2] - 139:20, 209:8</p> <p>proceeds [7] - 8:9, 8:14, 178:17, 178:18, 178:20, 181:9, 196:15</p> <p>process [9] - 11:15, 11:20, 12:3, 17:24, 23:10, 112:9, 131:5, 148:10, 153:12</p> <p>produced [1] - 26:5</p> <p>producer [3] - 108:16, 108:18, 196:16</p> <p>product [1] - 160:13</p> <p>production [4] - 173:16, 173:22, 176:6, 194:7</p> <p>products [2] - 25:15, 160:13</p> <p>profile [20] - 9:20, 10:9, 10:11, 10:18, 13:6, 13:8, 14:1, 15:21, 18:19, 19:8, 23:20, 24:16, 24:20, 25:6, 33:18, 33:20, 33:25, 37:10</p> <p>profiles [2] - 11:23, 12:9</p> <p>profit [3] - 125:17, 198:10, 198:11</p> <p>profits [5] - 185:24, 186:2, 187:11, 187:13, 199:19</p> <p>program [7] - 5:22, 81:10, 195:19, 196:4, 196:6, 196:8, 196:22</p> <p>Program [1] - 196:19</p> <p>programs [4] - 83:7, 83:8, 101:14, 160:14</p> <p>prohibited [1] - 59:22</p> <p>project [4] - 197:25, 198:1, 198:6, 198:7</p> <p>promise [6] - 53:23, 58:1, 79:21, 176:25, 188:6, 193:11</p> <p>promised [12] - 23:19, 86:20, 87:6, 124:11, 153:13, 157:7, 167:22, 191:2, 194:5, 198:24, 202:19, 205:6</p>	<p>promises [3] - 58:6, 125:16, 197:23</p> <p>promising [1] - 108:12</p> <p>promissory [31] - 52:13, 57:25, 58:1, 60:14, 87:20, 87:23, 88:13, 104:10, 104:16, 107:12, 107:14, 112:15, 112:17, 117:1, 117:9, 122:13, 154:4, 163:13, 188:5, 188:6, 191:3, 191:12, 191:13, 194:7, 196:14, 198:25, 199:12, 202:11, 202:12, 204:2, 205:7</p> <p>proof [4] - 76:6, 85:8, 85:11, 180:5</p> <p>property [4] - 60:6, 131:20, 131:21, 143:23</p> <p>proposal [1] - 78:10</p> <p>proposed [3] - 16:11, 35:17, 98:18</p> <p>prospect [1] - 108:9</p> <p>prospective [1] - 11:22</p> <p>protect [1] - 195:4</p> <p>protocol [1] - 32:14</p> <p>provable [1] - 25:19</p> <p>prove [2] - 17:15, 64:10</p> <p>proven [2] - 170:2, 170:4</p> <p>Provenance [3] - 181:21, 181:22, 182:5</p> <p>provide [8] - 4:19, 5:5, 5:13, 68:15, 73:21, 76:10, 78:11, 95:8</p> <p>provided [7] - 31:20, 31:22, 60:24, 124:9, 139:5, 139:6, 182:22</p> <p>provides [1] - 22:16</p> <p>providing [2] - 3:23, 73:14</p> <p>provision [2] - 127:15, 127:16</p> <p>provisions [1] - 209:5</p> <p>psychological [1] - 100:18</p> <p>public [3] - 27:21, 27:24, 104:5</p> <p>pull [1] - 20:13</p> <p>pulled [2] - 52:7, 53:20</p> <p>purchase [4] - 8:11, 8:14, 72:19, 75:7</p>	<p>purchased [1] - 182:9</p> <p>purchasing [1] - 73:5</p> <p>purported [3] - 28:1, 31:9, 170:15</p> <p>purportedly [4] - 14:7, 17:10, 33:16, 34:15</p> <p>purports [1] - 172:3</p> <p>purpose [6] - 7:25, 25:11, 93:6, 177:25, 184:20, 196:3</p> <p>purposes [2] - 18:14, 25:6</p> <p>pursuant [7] - 92:19, 94:10, 126:10, 127:17, 132:2, 177:22, 209:5</p> <p>pursue [3] - 16:21, 20:9, 111:9</p> <p>pursued [1] - 56:8</p> <p>pursuing [2] - 16:20, 35:10</p> <p>pushing [2] - 105:25, 106:3</p> <p>put [18] - 7:7, 17:17, 39:12, 40:15, 54:25, 66:5, 68:18, 69:16, 69:19, 81:9, 95:5, 95:17, 98:25, 115:17, 128:24, 131:19, 131:21, 143:21</p> <p>puts [4] - 22:24, 38:15, 39:3, 39:6</p> <p>putting [3] - 17:1, 41:9, 98:17</p> <p>puzzles [1] - 157:17</p>
Q				
<p>quadruple [3] - 49:18, 152:18, 153:14</p> <p>quarter [2] - 111:25, 112:3</p> <p>quarterly [1] - 5:10</p> <p>questioned [1] - 140:6</p> <p>questioning [3] - 140:12, 140:16, 148:5</p> <p>questions [20] - 26:18, 37:22, 42:1, 63:15, 76:20, 76:21, 76:22, 83:15, 84:6, 85:4, 94:16, 99:7, 120:25, 122:19, 144:18, 146:2, 146:7, 146:8, 146:9, 207:11</p> <p>quickly [1] - 19:19</p> <p>quite [5] - 17:22, 55:1, 108:17, 153:19, 155:10</p>				

<p>quotations [7] - 25:18, 28:14, 28:16, 28:17, 28:25, 29:1, 29:2</p> <p>quote [2] - 54:25, 55:8</p> <p>quoted [1] - 55:9</p>	<p>17:9, 25:15, 131:18</p> <p>realize [1] - 55:19</p> <p>realized [5] - 81:25, 109:4, 157:22, 158:1, 206:7</p> <p>really [10] - 18:6, 40:6, 74:15, 102:24, 105:7, 109:7, 109:24, 110:3, 119:5, 154:18</p> <p>Realty [10] - 12:21, 13:2, 13:7, 21:17, 21:22, 23:6, 23:25, 36:7, 36:14, 37:4</p> <p>reason [15] - 42:2, 93:21, 105:14, 117:3, 132:22, 132:25, 133:1, 138:17, 138:18, 140:20, 149:13, 153:6, 194:23, 199:16, 201:14</p> <p>reasonable [1] - 59:24</p> <p>reasoning [1] - 145:11</p> <p>reasons [8] - 16:24, 108:3, 140:21, 193:10, 199:18, 199:25, 200:18</p> <p>receipt [12] - 29:20, 30:8, 30:24, 32:3, 37:12, 58:3, 60:5, 163:17, 188:8, 191:15, 205:17</p> <p>receipts [7] - 14:1, 18:7, 19:8, 23:23, 26:14, 83:9, 83:23</p> <p>receivable [1] - 68:16</p> <p>receive [12] - 8:3, 13:7, 13:12, 23:16, 72:21, 78:12, 79:18, 97:11, 103:16, 136:13, 180:25, 196:5</p> <p>received [27] - 13:17, 14:14, 17:6, 22:15, 35:20, 50:2, 60:23, 61:4, 64:3, 79:17, 84:15, 88:18, 90:15, 94:13, 103:25, 127:11, 135:24, 136:1, 142:22, 165:21, 165:24, 171:9, 172:23, 186:25, 187:6, 188:19, 196:15</p> <p>receiving [3] - 50:5, 165:5, 165:6</p> <p>recess [6] - 67:14, 67:19, 112:4, 189:19, 189:24</p>	<p>recipient [1] - 25:6</p> <p>recognize [23] - 82:12, 84:9, 85:22, 87:16, 90:12, 91:13, 112:12, 112:14, 114:14, 118:16, 126:4, 126:6, 127:23, 130:1, 139:17, 139:19, 141:21, 141:23, 160:7, 160:9, 162:4, 162:7, 177:8</p> <p>recollection [10] - 76:25, 77:5, 77:7, 77:9, 89:8, 95:17, 110:19, 125:7, 133:2, 141:16</p> <p>record [7] - 5:8, 9:3, 119:11, 126:25, 193:16, 199:5, 201:18</p> <p>recording [1] - 9:14</p> <p>records [4] - 127:20, 160:11, 162:3, 193:15</p> <p>recourse [1] - 56:5</p> <p>recover [2] - 62:19, 150:3</p> <p>RECROSS [1] - 2:3</p> <p>red [10] - 10:1, 15:2, 15:5, 15:17, 31:14, 32:4, 32:15, 34:5, 40:7</p> <p>redacted [2] - 13:17, 24:2</p> <p>REDIRECT [1] - 2:3</p> <p>reduce [2] - 59:7, 187:18</p> <p>reducing [2] - 187:16, 187:18</p> <p>redundant [1] - 35:9</p> <p>refer [1] - 71:8</p> <p>reference [4] - 26:25, 33:7, 40:14, 122:11</p> <p>referenced [8] - 12:22, 30:8, 31:16, 33:3, 34:17, 83:22, 94:17, 126:12</p> <p>referral [1] - 68:22</p> <p>referrals [1] - 68:21</p> <p>referred [20] - 6:18, 22:1, 57:20, 58:6, 58:9, 58:20, 70:10, 87:9, 89:2, 90:21, 96:11, 130:11, 145:25, 146:3, 164:6, 169:13, 169:14, 177:15, 191:6</p> <p>referring [12] - 15:6,</p>	<p>27:25, 46:2, 63:11, 86:7, 96:2, 114:19, 125:12, 127:24, 144:24, 163:3, 183:24</p> <p>refinanced [1] - 18:4</p> <p>reflect [3] - 118:10, 140:11, 200:15</p> <p>reflected [2] - 88:13, 138:6</p> <p>refresh [2] - 89:8, 110:18</p> <p>refreshing [1] - 77:8</p> <p>refunds [1] - 43:24</p> <p>refused [1] - 132:6</p> <p>refusing [1] - 135:11</p> <p>regarding [11] - 31:22, 37:4, 49:1, 77:14, 83:15, 125:17, 127:22, 140:3, 140:12, 183:13, 199:1</p> <p>regardless [1] - 58:16</p> <p>regards [9] - 21:16, 23:25, 36:7, 69:5, 83:15, 86:6, 86:22, 87:7, 191:4</p> <p>Regards [1] - 35:18</p> <p>region [1] - 100:8</p> <p>registered [1] - 25:7</p> <p>registrant [1] - 39:20</p> <p>regret [1] - 62:18</p> <p>regular [3] - 19:17, 19:18, 54:19</p> <p>regularly [1] - 55:22</p> <p>regulated [1] - 11:17</p> <p>reimbursement [3] - 43:24, 44:5, 44:7</p> <p>relate [1] - 130:7</p> <p>related [6] - 11:23, 15:16, 15:24, 44:19, 153:6, 190:2</p> <p>relates [2] - 87:25, 130:8</p> <p>relating [2] - 165:17, 183:1</p> <p>relation [2] - 72:17, 102:4</p> <p>relationship [11] - 6:13, 11:4, 16:10, 31:20, 73:9, 95:10, 95:14, 102:19, 102:20, 102:21, 103:6</p> <p>relationships [1] - 84:13</p> <p>relative [1] - 83:25</p> <p>relevant [1] - 16:16</p> <p>relief [4] - 37:17, 124:19, 130:13,</p>	<p>144:3</p> <p>religious [1] - 54:23</p> <p>remain [1] - 31:7</p> <p>remainder [2] - 8:10, 196:18</p> <p>Rembrandt [1] - 184:15</p> <p>remember [38] - 19:1, 52:20, 52:23, 52:24, 53:6, 62:1, 66:18, 67:15, 70:1, 71:17, 71:18, 78:19, 79:10, 80:11, 88:6, 102:12, 103:20, 107:4, 107:6, 108:16, 108:17, 108:19, 108:20, 120:19, 128:14, 142:19, 151:24, 156:12, 157:11, 167:2, 173:22, 184:15, 194:9, 194:13, 199:14, 207:5, 207:21, 207:25</p> <p>remitted [2] - 58:21, 89:3</p> <p>rendered [1] - 178:7</p> <p>renew [1] - 76:24</p> <p>renewable [1] - 30:10</p> <p>repayment [5] - 58:25, 64:2, 178:1, 202:21, 205:21</p> <p>repays [1] - 178:4</p> <p>repeat [5] - 42:24, 149:2, 150:19, 174:11, 183:15</p> <p>repeated [3] - 19:22, 80:21, 102:22</p> <p>repeatedly [2] - 80:23, 82:1</p> <p>report [3] - 45:2, 45:4, 194:6</p> <p>REPORTED [1] - 209:16</p> <p>reported [1] - 159:17</p> <p>reporter [3] - 173:14, 205:2, 209:22</p> <p>Reporter [3] - 209:3, 209:15, 209:17</p> <p>REPORTER'S [1] - 209:1</p> <p>reporting [2] - 5:9, 5:10</p> <p>reports [1] - 44:21</p> <p>represent [6] - 40:1, 62:6, 62:21, 76:3, 145:14, 170:16</p> <p>representation [1] - 145:5</p> <p>representations [2] -</p>
--	--	---	--	--

<p>37:4, 197:9 represented [5] - 72:6, 72:12, 124:3, 137:19, 145:6 representing [3] - 137:25, 138:1, 138:9 represents [2] - 58:13, 174:20 reproduction [1] - 209:21 reputation [1] - 16:23 request [13] - 16:2, 33:7, 37:1, 40:18, 54:10, 85:3, 92:4, 93:11, 128:7, 167:20, 192:25, 194:12, 206:25 requested [12] - 13:6, 13:13, 13:21, 21:7, 39:23, 40:12, 60:5, 85:10, 86:3, 167:5, 204:18, 206:24 requester [1] - 91:23 requesting [1] - 128:8 requests [3] - 55:17, 55:23, 85:6 require [4] - 20:11, 59:15, 60:10, 60:12 required [6] - 5:10, 5:11, 32:11, 58:23, 59:10, 89:5 requires [1] - 59:19 reread [1] - 75:15 research [10] - 6:15, 12:6, 12:8, 15:13, 15:18, 16:3, 16:4, 180:9, 180:12, 207:23 researched [1] - 180:18 reserve [6] - 23:23, 26:13, 34:7, 79:2, 83:9, 83:23 Reserve [56] - 7:4, 7:6, 10:6, 14:3, 14:8, 14:9, 15:17, 17:11, 18:8, 19:23, 19:24, 23:15, 26:8, 29:14, 29:16, 29:22, 30:16, 31:10, 32:2, 32:20, 32:21, 33:8, 33:22, 34:9, 35:2, 35:3, 36:21, 37:13, 72:7, 72:10, 73:7, 74:16, 75:5, 77:19, 79:2, 79:7, 82:24, 83:12, 85:14, 86:3, 86:8, 86:10, 86:11, 86:13, 86:15, 90:2, 90:9, 93:23, 95:23, 96:10,</p>	<p>151:10, 153:1, 153:25, 167:7, 167:17, 201:2 Reserve's [1] - 38:5 reserved [3] - 33:5, 33:9, 37:13 reserves [18] - 10:12, 10:16, 10:19, 15:25, 18:15, 25:20, 25:21, 25:23, 73:10, 73:24, 74:1, 74:7, 74:10, 150:22, 167:23, 169:9, 170:2, 170:4 reside [1] - 99:16 resided [1] - 129:10 residence [1] - 111:10 residential [1] - 25:15 resides [1] - 125:20 residing [2] - 58:7, 195:9 resolution [3] - 132:22, 133:8, 145:16 respect [1] - 59:14 respectfully [1] - 85:4 response [13] - 19:16, 22:3, 55:4, 55:5, 63:8, 81:18, 86:4, 86:5, 116:3, 130:14, 135:9, 181:23 responsibilities [3] - 4:1, 44:4, 47:12 responsibility [2] - 30:1, 33:8 responsible [2] - 83:14, 178:17 rest [4] - 91:1, 156:19, 182:25, 199:18 restaurant [1] - 152:1 restrain [1] - 206:11 result [11] - 70:4, 80:21, 101:17, 103:16, 136:8, 139:7, 139:10, 139:14, 142:16, 159:2, 159:11 resulted [1] - 37:17 retired [3] - 147:7, 147:8, 147:9 return [23] - 52:10, 52:17, 53:23, 58:2, 60:5, 78:15, 87:21, 89:11, 107:12, 110:25, 112:19, 125:17, 125:18, 163:16, 163:20, 188:7, 191:14, 191:22, 192:19, 193:12, 195:25, 197:23, 205:20</p>	<p>returned [4] - 52:19, 54:12, 110:14, 155:5 returns [5] - 9:13, 9:21, 9:22, 149:15, 149:17 review [10] - 14:16, 14:19, 14:24, 16:9, 16:14, 19:10, 35:11, 35:16, 40:13, 44:25 reviewed [4] - 12:3, 45:2, 45:4, 45:5 reviewing [1] - 4:3 revised [3] - 114:11, 117:1, 117:9 revision [2] - 114:5, 118:7 revisions [1] - 112:11 Rey [2] - 88:21, 89:4 RHODES [1] - 1:23 rich [1] - 152:25 Richard [70] - 12:20, 12:21, 21:7, 23:7, 25:10, 26:19, 26:21, 26:24, 27:4, 28:15, 29:9, 35:15, 37:20, 54:25, 60:19, 62:17, 64:16, 83:16, 85:3, 86:2, 89:18, 102:5, 103:7, 103:8, 105:24, 106:3, 107:11, 108:4, 108:8, 109:11, 109:25, 110:6, 111:1, 113:21, 113:25, 115:10, 115:19, 120:9, 120:22, 120:24, 122:7, 125:1, 126:18, 134:10, 137:18, 140:8, 142:10, 164:13, 164:14, 171:1, 177:5, 181:14, 181:17, 182:6, 184:4, 184:5, 187:17, 191:5, 192:6, 192:7, 192:11, 192:25, 194:7, 194:17, 201:20, 204:18, 204:20, 205:10 RICHARD [2] - 1:7, 1:10 Richard's [1] - 120:21 right-hand [2] - 27:13, 113:22 rights [3] - 37:16, 60:9, 156:25 risk [14] - 9:20, 13:15, 14:18, 14:25, 16:22,</p>	<p>17:1, 17:5, 17:8, 17:19, 18:20, 41:14, 66:8, 66:11 risked [1] - 80:7 Riyadi [7] - 15:14, 16:3, 30:22, 31:21, 31:22, 31:24, 40:8 RJ [2] - 12:21, 13:8 RJH [79] - 10:9, 12:19, 12:23, 24:23, 24:25, 25:7, 25:12, 25:17, 25:18, 25:21, 25:22, 26:7, 26:9, 26:15, 29:2, 33:20, 37:5, 52:15, 58:4, 60:18, 63:21, 64:13, 83:4, 86:22, 88:18, 112:19, 118:22, 119:20, 120:1, 125:2, 125:15, 126:1, 126:17, 129:24, 130:15, 131:7, 132:17, 134:9, 135:17, 137:18, 137:19, 138:16, 141:4, 161:1, 161:18, 164:13, 165:10, 167:21, 169:12, 172:16, 173:8, 177:5, 179:13, 179:16, 183:12, 185:15, 185:23, 185:25, 187:7, 187:9, 187:11, 188:2, 188:9, 189:4, 190:11, 190:20, 191:15, 191:18, 192:6, 193:22, 193:24, 194:17, 195:8, 197:19, 198:21, 200:4, 203:10, 205:13, 205:18 RJH/AT/1BE/13-04-09-1 [1] - 28:11 rjhco3.com [1] - 85:21 rjhco@verizon.net [2] - 62:12, 84:24 RMR [2] - 209:14, 209:17 RNO [1] - 133:24 ROAD [1] - 1:23 role [2] - 5:22, 73:22 roles [1] - 101:14 rolled [1] - 176:14 rolling [1] - 188:22 ROOM [1] - 1:19 rotator [1] - 100:20 roughly [1] - 89:10</p>	<p>route [2] - 42:20, 43:1 routing [1] - 91:2 Rule [1] - 127:17 ruled [1] - 126:11 rules [1] - 207:23 ruling [3] - 140:23, 141:1, 141:2 run [2] - 4:11, 43:2 runs [3] - 42:20, 42:25, 43:3</p>
S				
<p>Sachs [2] - 4:14, 38:9 safe [12] - 29:20, 30:8, 30:15, 30:21, 30:22, 30:23, 31:8, 31:23, 32:3, 37:12, 83:9, 83:23 safeguard [1] - 26:6 safekeeping [8] - 7:4, 8:4, 14:1, 18:7, 19:7, 23:23, 26:14, 85:16 sale [9] - 131:14, 132:1, 132:3, 132:4, 132:7, 178:2, 178:15, 178:17, 181:9 sale's [2] - 181:1, 181:4 sales [3] - 15:1, 15:2, 181:2 sanctions [2] - 135:13, 135:16 sanitized [3] - 167:22, 169:4, 169:18 sat [2] - 48:7, 48:9 satisfactory [6] - 58:3, 163:16, 188:8, 191:14, 205:17 Saudi [1] - 15:9 save [1] - 53:18 saved [1] - 111:17 saving [1] - 53:17 savings [3] - 50:20, 53:14, 150:6 saw [6] - 40:12, 47:23, 65:20, 118:4, 186:23, 199:11 scan [1] - 44:14 scanner [2] - 44:13, 56:25 scheduled [6] - 135:14, 135:19, 136:5, 136:10, 138:25, 141:8 schedules [2] - 19:11, 22:18 schemes [1] - 159:1 School [2] - 151:18,</p>				

<p>151:19 school [2] - 69:8, 184:15 Science [1] - 69:7 Scott [1] - 15:2 Scranton [1] - 209:19 scrap [1] - 116:24 screen [16] - 14:6, 17:14, 20:15, 23:24, 34:8, 34:9, 34:21, 35:2, 35:6, 37:14, 43:15, 43:16, 61:7, 82:9, 83:13, 160:2 Screen [2] - 101:13, 101:15 screening [2] - 26:14, 83:10 screens [1] - 83:24 scripture [3] - 54:25, 55:8, 55:9 scroll [17] - 20:23, 27:9, 28:4, 28:21, 37:6, 84:19, 84:21, 85:6, 92:3, 112:22, 127:15, 165:3, 168:7, 168:9, 173:5, 175:2, 187:5 se [5] - 43:12, 137:19, 137:20, 137:21, 145:5 seal [3] - 27:12, 60:18, 89:17 seals [1] - 77:17 search [1] - 111:10 seats [1] - 109:14 second [25] - 8:3, 8:8, 15:13, 22:3, 24:5, 31:19, 33:19, 33:21, 46:3, 66:13, 87:16, 92:3, 92:21, 127:4, 128:18, 132:11, 136:25, 141:14, 147:19, 163:15, 168:3, 179:15, 180:21, 182:12, 203:12 secretary [6] - 25:11, 46:9, 48:1, 102:3, 102:11, 175:6 secrets [1] - 160:12 Section [2] - 58:11, 209:6 section [5] - 58:12, 64:2, 64:16, 88:24, 204:19 sections [1] - 37:15 secured [13] - 57:25, 87:22, 112:16, 112:17, 163:13, 188:5, 191:3,</p>	<p>191:12, 198:25, 199:12, 202:11, 205:7 securities [5] - 7:4, 38:6, 38:7, 38:23, 83:11 security [4] - 7:19, 15:4, 18:13, 20:8 Security [13] - 46:25, 47:18, 50:2, 91:3, 92:18, 93:4, 94:7, 100:15, 101:25, 103:19, 105:23, 105:24 see [43] - 20:18, 20:19, 21:16, 23:20, 31:17, 36:6, 40:12, 56:22, 57:1, 57:19, 67:17, 67:18, 72:19, 82:10, 87:6, 87:14, 93:8, 112:3, 113:6, 118:1, 122:3, 123:25, 143:7, 148:14, 149:11, 149:13, 151:17, 154:4, 159:25, 162:3, 172:18, 176:2, 179:13, 180:18, 183:8, 183:10, 183:11, 185:18, 189:22, 193:14, 193:17, 208:1, 208:2 seeing [3] - 11:14, 160:2, 173:22 seek [2] - 37:16, 56:5 seeking [3] - 9:10, 10:6, 26:10 select [2] - 51:24, 56:10 self [2] - 68:5, 68:6 self-employed [2] - 68:5, 68:6 sell [10] - 73:19, 83:18, 86:12, 105:12, 157:13, 157:15, 157:20, 170:19, 178:10, 184:7 seller [2] - 72:22, 72:24 sellers [6] - 68:7, 68:9, 68:10, 68:17, 69:16, 71:14 selling [3] - 60:1, 72:11, 170:22 send [18] - 13:21, 43:24, 77:13, 77:16, 80:13, 80:18, 81:22, 82:3, 83:22, 83:25, 85:24, 87:12, 94:13, 167:4, 172:8,</p>	<p>172:10, 199:13, 200:10 sending [5] - 19:17, 88:7, 163:5, 163:10, 172:15 sends [1] - 10:1 sent [60] - 10:9, 10:11, 12:15, 13:23, 13:25, 14:23, 15:1, 15:3, 15:22, 19:6, 19:7, 19:8, 21:4, 22:10, 29:11, 35:8, 37:9, 39:23, 45:3, 45:6, 62:17, 63:6, 78:5, 78:23, 79:18, 80:11, 80:14, 82:18, 84:14, 86:2, 86:8, 86:21, 87:1, 88:8, 90:10, 91:11, 91:16, 93:18, 93:21, 93:25, 95:15, 102:1, 102:2, 116:5, 155:13, 163:7, 163:10, 170:14, 172:6, 181:17, 183:6, 183:9, 184:17, 194:9, 197:17, 199:13, 199:14, 199:16, 199:18 sentence [3] - 163:15, 179:13, 179:18 sentences [1] - 161:15 separate [4] - 8:25, 9:12, 65:5, 106:18 September [21] - 25:23, 52:25, 53:1, 58:2, 115:5, 116:5, 118:21, 118:24, 120:1, 130:5, 131:15, 131:25, 132:8, 162:19, 166:14, 175:9, 182:19, 188:16, 196:17, 198:18 sequential [2] - 30:7, 34:16 series [5] - 24:5, 30:6, 32:18, 34:8, 155:8 service [1] - 5:12 services [9] - 3:24, 4:19, 5:5, 7:5, 8:2, 35:16, 41:6, 73:11, 95:8 session [1] - 136:10 set [9] - 24:2, 29:7, 58:12, 60:6, 62:15, 178:5, 178:8, 196:2, 209:9 setbacks [1] - 81:20 settlement [1] - 38:23</p>	<p>Settlemeyer [5] - 182:11, 183:1, 184:3, 184:14, 201:7 Settlemyre [4] - 151:18, 177:13, 180:1, 182:7 seven [5] - 37:13, 53:6, 60:8, 68:1, 195:17 seventy [1] - 68:1 seventy-seven [1] - 68:1 several [4] - 70:2, 70:17, 80:11, 162:23 shall [25] - 28:25, 31:7, 58:11, 58:19, 58:21, 59:9, 60:15, 89:1, 89:3, 163:25, 164:1, 164:5, 178:3, 178:7, 178:10, 178:13, 178:16, 178:17, 178:18, 195:23, 196:5, 196:9, 196:14 shameful [1] - 67:8 share [3] - 9:13, 178:18, 178:19 shared [2] - 22:21, 22:25 shares [1] - 5:2 Shawnee [6] - 58:5, 63:22, 90:25, 127:13, 158:12, 169:12 sheet [2] - 90:17, 134:8 shelf [2] - 43:14, 44:13 sheriff [3] - 131:20, 131:23, 143:9 sheriff's [2] - 131:14, 132:1 shop [1] - 4:18 shopping [2] - 4:24, 103:2 short [4] - 32:13, 38:24, 127:17, 197:23 shortfalls [1] - 38:21 show [19] - 17:14, 20:14, 82:8, 84:5, 93:2, 93:5, 93:10, 105:17, 114:21, 115:1, 115:3, 118:22, 121:17, 144:18, 157:17, 159:24, 173:17, 184:6, 190:3 showed [8] - 14:2, 14:7, 17:10, 34:15, 109:5, 153:24,</p>	<p>154:8, 200:15 showing [8] - 109:4, 112:8, 118:24, 126:2, 198:16, 199:5, 202:8 shows [2] - 92:15, 161:15 side [6] - 20:9, 113:22, 116:25, 117:18, 160:16, 182:21 SIEGEL [2] - 2:4, 3:3 Siegel [1] - 3:7 Sigel [5] - 3:2, 35:18, 36:23, 38:3, 42:3 sign [2] - 179:1, 179:5 signatory [1] - 30:25 signature [31] - 23:1, 23:2, 23:6, 27:17, 27:18, 28:1, 60:19, 60:20, 63:25, 64:1, 64:16, 89:16, 89:17, 94:5, 113:7, 113:9, 113:11, 118:2, 126:22, 161:8, 161:9, 173:5, 186:9, 192:6, 194:16, 194:18, 194:19, 194:22 signature's [1] - 194:25 signatures [12] - 29:4, 29:6, 29:9, 31:9, 33:15, 77:18, 113:6, 128:19, 164:12, 171:1, 175:5, 203:12 signed [36] - 12:20, 21:5, 21:16, 23:11, 27:23, 32:1, 37:19, 60:23, 60:24, 61:1, 61:16, 62:6, 94:2, 96:1, 125:13, 128:22, 161:6, 161:10, 163:18, 164:13, 167:21, 175:5, 177:4, 177:5, 178:23, 178:24, 179:2, 184:5, 192:7, 194:7, 199:1, 203:3, 205:10 signing [1] - 194:17 signoff [1] - 14:19 silly [1] - 62:3 Silverstein [38] - 123:22, 124:12, 125:3, 125:14, 125:16, 125:20, 125:25, 126:11, 126:17, 129:7, 130:18, 130:21,</p>
--	--	--	---	--

<p>130:23, 131:10, 132:3, 136:16, 139:25, 141:15, 142:14, 144:21, 145:9, 145:12, 145:14, 146:13, 146:18, 159:25, 161:18, 177:22, 178:1, 178:5, 178:8, 178:19, 190:1, 195:9, 197:20, 199:14, 200:24, 204:24</p> <p>silverstein [1] - 138:9</p> <p>SILVERSTEIN [2] - 2:9, 146:14</p> <p>Silverstein's [2] - 144:22, 202:8</p> <p>similar [5] - 53:24, 75:23, 119:24, 167:3, 167:6</p> <p>simple [2] - 50:25, 140:17</p> <p>simply [2] - 81:8, 82:2</p> <p>sincerely [1] - 63:6</p> <p>sincerity [1] - 62:18</p> <p>Singapore [8] - 7:16, 14:4, 27:24, 28:5, 28:17, 28:19, 31:2, 33:13</p> <p>single [4] - 4:25, 50:5, 62:2, 67:3</p> <p>Sioux [4] - 58:7, 58:22, 61:8, 61:22</p> <p>sit [1] - 48:5</p> <p>situation [5] - 75:23, 76:1, 80:5, 138:20, 138:23</p> <p>situations [1] - 62:25</p> <p>six [10] - 37:13, 60:2, 84:7, 104:22, 104:23, 106:7, 107:18, 141:17, 155:6, 168:3</p> <p>size [1] - 15:11</p> <p>skip [1] - 87:15</p> <p>SKR [1] - 23:22</p> <p>slash [5] - 30:2, 30:20, 31:1, 31:5, 119:2</p> <p>slips [1] - 45:9</p> <p>slow [4] - 4:13, 26:4, 106:10, 106:11</p> <p>slowly [1] - 99:24</p> <p>small [3] - 46:16, 63:2, 68:15</p> <p>smaller [3] - 4:16, 80:11, 81:1</p> <p>Smith [3] - 119:18, 193:22, 202:9</p> <p>so-called [1] - 15:25</p>	<p>social [1] - 207:24</p> <p>Social [9] - 46:25, 47:18, 50:2, 100:15, 101:25, 103:19, 105:23</p> <p>socialize [1] - 102:25</p> <p>software [4] - 43:14, 44:14, 44:15, 44:17</p> <p>sold [4] - 143:11, 171:6, 181:6, 181:18</p> <p>sole [3] - 25:22, 27:6, 177:25</p> <p>solely [1] - 208:1</p> <p>solicit [1] - 53:4</p> <p>solicitations [1] - 104:6</p> <p>solicited [1] - 56:11</p> <p>soliciting [1] - 4:3</p> <p>solo [3] - 46:20, 46:22, 123:9</p> <p>solution [1] - 5:12</p> <p>someone [9] - 38:15, 46:11, 75:12, 77:6, 83:19, 96:16, 98:18, 171:2, 175:5</p> <p>sometime [5] - 46:3, 131:25, 136:14, 143:19, 157:24</p> <p>sometimes [8] - 47:15, 47:16, 48:19, 61:25, 62:3, 98:9, 169:14, 177:15</p> <p>somewhere [4] - 48:15, 50:7, 171:21, 180:1</p> <p>son [1] - 115:18</p> <p>soon [6] - 111:4, 156:5, 158:25</p> <p>sophisticated [1] - 98:5</p> <p>sorry [20] - 15:4, 16:12, 19:3, 61:7, 63:17, 65:15, 99:17, 100:23, 104:12, 108:6, 122:3, 130:10, 151:7, 163:25, 165:20, 166:24, 168:9, 194:5, 196:17, 203:23</p> <p>sought [5] - 7:9, 8:3, 8:8, 17:3, 206:14</p> <p>sounds [1] - 95:9</p> <p>sources [2] - 12:6, 68:22</p> <p>SOUTH [1] - 1:23</p> <p>sovereign [2] - 15:9, 31:17</p> <p>speaking [4] - 23:19, 65:15, 83:2, 86:20</p>	<p>special [1] - 165:9</p> <p>specialize [1] - 123:15</p> <p>specific [5] - 44:6, 44:13, 49:23, 97:24, 170:12</p> <p>specifically [1] - 47:16</p> <p>specification [1] - 186:7</p> <p>spent [2] - 16:5, 98:25</p> <p>spread [2] - 7:23, 105:12</p> <p>Spring [3] - 132:1, 132:10, 135:8</p> <p>St [1] - 99:17</p> <p>staff [2] - 127:20, 129:1</p> <p>stamp [1] - 128:24</p> <p>stamps [1] - 129:1</p> <p>stand [1] - 121:19</p> <p>standard [1] - 144:10</p> <p>stands [3] - 21:18, 23:22, 37:12</p> <p>Stanley [2] - 4:14, 38:9</p> <p>start [6] - 7:22, 11:21, 25:3, 99:9, 196:21, 207:18</p> <p>started [15] - 5:20, 46:16, 98:12, 102:17, 110:7, 110:11, 135:7, 148:17, 148:21, 159:20, 161:20, 171:12, 171:13, 172:9, 207:8</p> <p>starting [1] - 11:2</p> <p>state [15] - 3:10, 25:8, 50:23, 76:20, 76:22, 133:10, 136:3, 136:6, 138:21, 143:13, 144:2, 168:8, 170:11, 179:10, 197:18</p> <p>State [55] - 3:13, 3:17, 3:19, 3:21, 4:18, 5:15, 6:2, 6:7, 6:12, 6:15, 7:4, 7:9, 7:12, 7:19, 7:24, 8:1, 8:3, 8:6, 8:9, 8:18, 9:19, 10:7, 10:25, 11:1, 11:13, 12:7, 14:20, 16:10, 16:22, 17:1, 18:5, 18:8, 18:21, 19:16, 20:11, 22:8, 22:15, 22:16, 23:2, 25:9, 25:25, 32:13, 35:1, 35:3, 35:15, 36:23, 38:20, 39:6, 39:16, 39:18, 41:11, 60:15, 68:12</p>	<p>statement [2] - 118:20, 121:19</p> <p>statements [1] - 160:12</p> <p>STATES [2] - 1:1, 1:3</p> <p>states [1] - 82:16</p> <p>States [10] - 1:17, 33:11, 59:23, 72:8, 74:2, 74:3, 79:3, 209:4, 209:6, 209:18</p> <p>stating [1] - 79:17</p> <p>stay [1] - 143:13</p> <p>stayed [2] - 16:24, 108:2</p> <p>step [6] - 23:10, 42:2, 99:9, 122:20, 129:9, 146:10</p> <p>stepped [1] - 17:6</p> <p>steps [2] - 133:13, 178:10</p> <p>still [7] - 46:12, 50:17, 110:24, 111:11, 141:7, 145:22, 175:17</p> <p>stipulate [2] - 12:20, 41:13</p> <p>stipulated [5] - 7:21, 8:8, 33:1, 41:16, 58:11</p> <p>stipulates [3] - 9:19, 22:14, 58:16</p> <p>stipulating [1] - 27:21</p> <p>stipulations [1] - 38:19</p> <p>stop [3] - 81:24, 101:17, 110:5</p> <p>stopped [5] - 81:25, 108:22, 136:11, 139:8, 143:5</p> <p>stops [2] - 133:12, 138:23</p> <p>story [4] - 32:13, 106:17, 108:1, 159:7</p> <p>STREET [1] - 1:19</p> <p>Street [51] - 3:10, 3:13, 3:17, 3:19, 3:21, 3:22, 4:18, 5:15, 6:2, 6:7, 6:12, 6:15, 7:4, 7:9, 7:12, 7:19, 7:24, 8:1, 8:3, 8:6, 8:10, 8:18, 9:19, 10:7, 10:25, 11:1, 11:13, 12:7, 14:20, 16:10, 16:22, 17:1, 18:8, 18:21, 19:16, 20:12, 22:15, 22:16, 23:3, 29:23, 32:13, 35:1, 35:3, 36:23, 38:20, 39:7, 39:16, 39:19, 41:11, 195:9</p>	<p>Street's [3] - 18:6, 22:8, 35:15</p> <p>stressed [1] - 148:4</p> <p>strictly [3] - 9:14, 167:22, 173:15</p> <p>strike [1] - 150:16</p> <p>stringent [1] - 32:8</p> <p>Stroudsburg [7] - 45:17, 46:18, 58:8, 58:23, 61:9, 61:22, 91:5</p> <p>structure [4] - 5:1, 9:25, 41:5, 160:14</p> <p>struggling [1] - 54:17</p> <p>stuff [2] - 18:15, 161:24</p> <p>sub [1] - 197:19</p> <p>sub-account [1] - 197:19</p> <p>subject [8] - 22:20, 23:15, 36:20, 177:15, 177:21, 178:3, 178:10, 178:14</p> <p>subscribed [1] - 29:5</p> <p>subsequent [5] - 26:5, 58:24, 60:2, 89:5, 96:23</p> <p>substance [2] - 22:13, 201:15</p> <p>substantial [3] - 73:11, 124:10, 149:19</p> <p>successful [1] - 132:4</p> <p>successfully [1] - 131:12</p> <p>sues [1] - 124:17</p> <p>suggest [1] - 39:11</p> <p>suing [2] - 93:22, 125:8</p> <p>sum [15] - 80:18, 103:17, 103:18, 103:19, 106:14, 155:9, 176:9, 178:19, 185:23, 186:1, 187:10, 195:24, 196:13, 204:1, 206:21</p> <p>summarize [1] - 22:13</p> <p>summer [1] - 206:16</p> <p>Summerset [1] - 25:8</p> <p>SUMMIT [1] - 1:24</p> <p>superiors [1] - 16:8</p> <p>supervision [2] - 209:11, 209:21</p> <p>supplementary [1] - 130:13</p> <p>support [5] - 4:18, 4:20, 5:5, 50:6, 105:17</p>
---	--	--	--	--

<p>supposed [5] - 49:14, 81:13, 107:18, 166:14, 166:16</p> <p>supposedly [1] - 174:20</p> <p>surprise [5] - 109:18, 111:4, 111:5, 115:11, 122:8</p> <p>sustained [1] - 206:9</p> <p>SWIFT [1] - 29:25</p> <p>switched [1] - 147:11</p> <p>sworn [8] - 3:3, 42:8, 67:21, 99:13, 122:22, 140:6, 140:8, 146:15</p> <p>synagog [6] - 149:11, 157:3, 157:6, 186:14, 186:19, 188:25</p> <p>system [6] - 14:8, 35:3, 35:5, 38:4, 38:5, 144:12</p> <p>systems [1] - 22:23</p>	<p>166:20, 166:22, 169:21, 169:23, 170:4, 170:6, 170:10, 175:13</p> <p>ten-year [1] - 46:2</p> <p>Teo [8] - 26:24, 27:3, 28:17, 29:3, 29:9, 31:1, 33:1, 33:13</p> <p>term [13] - 58:19, 62:7, 78:18, 89:1, 89:7, 96:2, 96:8, 128:8, 156:21, 163:22, 196:6, 196:7, 196:8</p> <p>terminated [4] - 134:4, 137:13, 142:3, 142:7</p> <p>termination [1] - 142:4</p> <p>terms [27] - 4:8, 4:9, 9:22, 11:13, 11:15, 12:9, 12:16, 16:20, 26:6, 51:14, 54:22, 59:11, 65:24, 66:18, 66:24, 73:22, 80:3, 88:11, 90:5, 112:12, 128:4, 131:6, 143:21, 145:23, 177:22, 178:22, 207:5</p> <p>testified [10] - 3:4, 42:8, 67:22, 77:7, 99:13, 99:22, 122:23, 136:21, 146:15, 148:8</p> <p>testify [2] - 77:4, 77:5</p> <p>testifying [2] - 76:25</p> <p>testimony [2] - 44:23, 112:11</p> <p>Texas [5] - 10:13, 15:25, 25:21, 49:21, 150:22</p> <p>THE [55] - 1:1, 1:1, 1:10, 3:1, 37:23, 37:25, 42:2, 42:5, 57:7, 57:10, 57:12, 64:22, 64:25, 65:17, 67:10, 67:13, 76:17, 76:18, 77:2, 77:3, 77:7, 77:11, 94:19, 94:22, 94:24, 96:9, 96:10, 99:9, 111:21, 111:23, 112:5, 121:2, 121:4, 122:20, 146:6, 146:8, 146:10, 146:11, 154:21, 155:1, 167:10, 168:21, 168:25, 169:2, 180:7, 181:25, 182:1, 182:2, 189:15,</p>	<p>189:18, 199:23, 206:9, 207:14, 207:16, 207:19</p> <p>thereafter [1] - 143:19</p> <p>therefore [1] - 145:13</p> <p>thereon [1] - 126:20</p> <p>thereto [2] - 15:24, 26:3</p> <p>thesis [2] - 4:23, 9:16</p> <p>thinking [1] - 55:16</p> <p>third [26] - 22:16, 22:17, 37:6, 37:7, 78:13, 80:1, 94:12, 95:21, 96:2, 96:5, 96:6, 96:14, 96:17, 96:18, 96:21, 97:20, 97:23, 97:24, 113:5, 135:15, 138:5, 141:20, 141:24, 181:11, 198:8</p> <p>thirty [2] - 51:8, 101:9</p> <p>Thomas [2] - 137:7, 139:21</p> <p>thorough [1] - 153:20</p> <p>thousand [13] - 41:17, 50:7, 50:17, 51:6, 70:2, 115:6, 116:5, 120:14, 120:17, 151:4, 151:6, 195:17, 196:2</p> <p>threaten [1] - 56:1</p> <p>threatened [1] - 63:10</p> <p>three [21] - 5:17, 11:8, 37:11, 42:14, 65:7, 89:11, 112:22, 112:23, 117:20, 117:24, 135:13, 136:9, 146:23, 157:23, 158:22, 163:25, 192:2, 195:17, 195:18, 196:1</p> <p>Thursday [1] - 162:25</p> <p>timeframe [1] - 178:9</p> <p>timeliness [1] - 142:18</p> <p>timely [1] - 58:14</p> <p>timing [1] - 161:14</p> <p>tiny [2] - 50:20, 50:21</p> <p>tip [1] - 15:12</p> <p>tip-offs [1] - 15:12</p> <p>Titian [4] - 184:25, 185:6, 185:7, 201:7</p> <p>Title [1] - 209:5</p> <p>title [10] - 3:19, 26:22, 28:7, 29:19, 33:4, 36:15, 87:22, 131:8, 163:13, 185:20</p> <p>titled [4] - 32:3, 84:6, 129:23, 143:6</p>	<p>TO [1] - 2:1</p> <p>Tobyhanna [5] - 107:3, 118:19, 119:13, 119:15, 119:25</p> <p>today [6] - 4:15, 44:18, 44:23, 45:1, 70:23, 83:2</p> <p>together [11] - 68:18, 69:17, 69:20, 80:14, 95:6, 98:18, 98:25, 103:1, 103:2, 156:10, 195:25</p> <p>tomorrow [1] - 162:25</p> <p>Tonya [1] - 25:11</p> <p>took [11] - 49:10, 74:23, 97:25, 106:15, 108:25, 127:22, 139:15, 139:20, 151:24, 158:10, 166:10</p> <p>top [27] - 24:21, 26:20, 29:13, 84:5, 112:16, 112:17, 129:25, 130:12, 140:5, 166:10, 168:7, 168:9, 168:12, 169:6, 169:7, 171:1, 171:19, 172:17, 173:11, 173:25, 181:16, 183:8, 187:1, 187:23, 190:13, 192:18, 193:8</p> <p>topic [2] - 103:25, 104:1</p> <p>torn [1] - 100:20</p> <p>total [15] - 7:8, 13:20, 19:11, 30:15, 33:11, 34:11, 59:1, 103:21, 120:17, 128:11, 176:13, 176:18, 191:21, 202:21, 205:21</p> <p>totaling [1] - 26:9</p> <p>totally [1] - 43:7</p> <p>touch [6] - 46:8, 71:12, 71:16, 71:17, 71:19, 116:3</p> <p>town [1] - 123:13</p> <p>track [1] - 61:3</p> <p>trade [1] - 160:12</p> <p>trading [3] - 81:4, 81:10, 83:8</p> <p>training [3] - 5:21, 32:8, 32:10</p> <p>transaction [10] - 17:1, 57:3, 57:21, 60:21, 72:24, 79:5, 79:6, 79:9, 88:11,</p>	<p>97:10</p> <p>transactions [13] - 52:23, 68:11, 68:18, 73:23, 75:1, 78:13, 82:19, 106:23, 111:19, 148:14, 155:8, 155:10, 165:14</p> <p>transcript [5] - 139:20, 140:5, 209:7, 209:10, 209:20</p> <p>transfer [38] - 58:15, 58:22, 78:22, 91:20, 92:4, 92:5, 93:11, 94:2, 106:19, 106:20, 118:22, 119:6, 119:8, 119:9, 119:11, 119:21, 119:25, 120:13, 129:13, 129:17, 165:17, 166:3, 166:6, 173:3, 173:6, 177:21, 190:4, 190:6, 193:4, 193:6, 193:8, 193:10, 193:16, 198:17, 199:5, 201:17</p> <p>transferred [7] - 116:5, 129:15, 130:5, 130:20, 131:16, 131:22, 193:25</p> <p>transferring [2] - 66:4, 131:17</p> <p>transfers [1] - 114:8</p> <p>translates [1] - 44:15</p> <p>transmit [1] - 14:12</p> <p>transparency [1] - 9:3</p> <p>treasurer [2] - 151:14, 175:6</p> <p>Treasury [1] - 33:9</p> <p>treasury [7] - 7:18, 17:15, 30:5, 30:7, 34:16, 35:4, 151:2</p> <p>tremendous [1] - 16:23</p> <p>TRIAL [1] - 1:13</p> <p>trick [1] - 183:21</p> <p>tried [5] - 55:11, 55:13, 116:1, 116:2</p> <p>tries [1] - 112:1</p> <p>trigger [3] - 79:4, 79:6, 79:8</p> <p>trillion [2] - 34:1, 34:2</p> <p>trim [1] - 154:21</p> <p>triple [10] - 104:9, 104:16, 104:20, 104:24, 104:25, 106:7, 107:18, 152:18, 153:13,</p>
T				
<p>Tahiti [1] - 89:4</p> <p>talent [2] - 101:13, 101:14</p> <p>talks [3] - 22:23, 33:21, 197:7</p> <p>tax [2] - 51:17, 69:5</p> <p>taxes [3] - 50:1, 51:15</p> <p>team [7] - 3:14, 4:4, 9:11, 12:4, 14:17, 14:18, 16:15</p> <p>teams [2] - 13:16, 14:18</p> <p>technical [1] - 160:12</p> <p>technically [1] - 39:17</p> <p>technology [2] - 43:13, 60:25</p> <p>teenage [2] - 50:6, 67:3</p> <p>telephone [9] - 6:22, 11:11, 29:24, 55:17, 55:24, 71:2, 75:21, 83:3, 168:13</p> <p>template [1] - 44:6</p> <p>temple [2] - 185:21, 187:15</p> <p>Temple [9] - 185:24, 186:1, 187:9, 187:10, 187:12, 189:9, 190:2, 196:23, 204:4</p> <p>ten [18] - 5:23, 41:17, 45:25, 46:2, 46:23, 51:6, 105:23, 111:25, 149:5,</p>				

<p>164:7</p> <p>trouble [1] - 115:23</p> <p>true [8] - 27:19, 84:3, 98:22, 174:2, 179:20, 185:12, 199:21, 209:7</p> <p>truly [2] - 16:25, 26:19</p> <p>Trunch [1] - 196:18</p> <p>trust [5] - 38:15, 38:17, 39:1, 74:18, 105:1</p> <p>Trust [2] - 23:3, 36:24</p> <p>trusted [16] - 62:23, 66:9, 66:10, 66:12, 67:5, 67:6, 67:7, 67:8, 80:25, 81:21, 97:15, 98:11, 98:14, 105:15, 105:16, 122:2</p> <p>trustee [5] - 23:22, 30:25, 33:2, 144:11, 144:13</p> <p>trusting [2] - 66:22, 98:12</p> <p>truth [1] - 74:19</p> <p>try [6] - 67:16, 83:18, 129:14, 144:14, 146:18, 154:21</p> <p>trying [9] - 95:7, 98:25, 130:15, 135:8, 139:1, 143:9, 143:22, 145:12, 166:24</p> <p>Tuesday [3] - 23:14, 84:7, 86:24</p> <p>turn [5] - 14:17, 89:11, 131:9, 132:6, 192:3</p> <p>turned [2] - 14:15, 50:3</p> <p>turning [1] - 82:2</p> <p>twelve [1] - 117:10</p> <p>twenty [1] - 5:17</p> <p>twenty-three [1] - 5:17</p> <p>two [38] - 4:20, 7:18, 8:5, 15:22, 19:13, 30:19, 37:10, 46:12, 48:19, 50:5, 58:17, 63:16, 65:5, 65:7, 67:3, 88:23, 95:6, 106:20, 111:25, 112:3, 118:3, 120:17, 123:10, 128:3, 132:19, 133:3, 142:11, 147:19, 151:2, 151:9, 151:16, 156:16, 156:19, 158:22, 161:15, 188:17</p> <p>two-page [1] - 15:22</p>	<p>twofold [1] - 8:1</p> <p>type [20] - 3:21, 4:9, 9:20, 12:11, 17:1, 18:1, 30:4, 43:23, 44:9, 44:10, 68:6, 68:23, 68:25, 69:17, 71:21, 77:16, 90:8, 95:19, 101:8, 131:14</p> <p>typed [7] - 44:12, 45:3, 47:14, 47:16, 89:19, 90:20, 183:25</p> <p>types [1] - 38:7</p> <p>typical [1] - 8:12</p> <p>typically [17] - 9:2, 9:8, 9:17, 9:24, 11:8, 11:25, 12:5, 12:13, 13:15, 15:10, 17:24, 31:16, 31:25, 32:6, 32:7, 41:4, 41:11</p>	<p>209:4, 209:6, 209:18</p> <p>University [3] - 69:7, 69:9, 147:20</p> <p>university [1] - 50:23</p> <p>unlawfully [1] - 58:17</p> <p>unless [3] - 9:3, 167:4, 209:21</p> <p>unlike [1] - 153:19</p> <p>unredacted [5] - 13:19, 13:21, 13:23, 23:20, 24:1</p> <p>unrestricted [2] - 26:8, 83:4</p> <p>unsuccessful [1] - 96:12</p> <p>untimely [1] - 182:8</p> <p>up [52] - 3:17, 5:20, 9:17, 10:1, 10:15, 10:19, 13:20, 15:17, 15:19, 17:22, 33:10, 53:18, 54:13, 62:15, 72:21, 84:21, 92:15, 95:17, 108:9, 109:5, 113:16, 120:17, 128:12, 128:14, 129:15, 129:17, 130:9, 131:2, 131:10, 131:11, 131:22, 135:23, 142:20, 144:18, 146:19, 147:23, 149:21, 149:24, 151:17, 152:20, 157:8, 157:19, 158:10, 159:1, 164:4, 175:2, 180:1, 181:16, 188:19, 201:1, 201:4</p> <p>updated [1] - 199:12</p> <p>upwards [2] - 7:8, 9:8</p> <p>US [2] - 25:22, 29:25</p> <p>USD [4] - 26:2, 26:9, 33:12, 83:6</p> <p>utilization [2] - 26:11, 83:7</p> <p>utilize [1] - 84:13</p> <p>utilized [2] - 196:3, 199:2</p>	<p>150:18, 150:23, 151:12, 157:10, 167:17, 185:6, 185:10, 201:5, 201:7, 201:9</p> <p>value [10] - 18:15, 25:22, 73:18, 132:12, 177:18, 178:15, 180:6, 180:10, 195:16, 195:19</p> <p>valued [4] - 26:2, 30:1, 132:14, 195:15</p> <p>values [2] - 62:23, 180:3</p> <p>various [8] - 7:23, 32:8, 44:22, 48:4, 48:10, 111:17, 154:14, 162:12</p> <p>vehicle [3] - 130:24, 132:5</p> <p>vending [3] - 42:20, 43:1, 43:18</p> <p>vendor [1] - 44:7</p> <p>venture [8] - 122:9, 194:6, 194:15, 195:23, 199:1, 203:9, 203:13, 204:12</p> <p>verbal [1] - 186:8</p> <p>verbally [1] - 65:25</p> <p>verification [2] - 74:14, 74:21</p> <p>verify [4] - 17:21, 74:15, 84:2, 171:5</p> <p>verifying [1] - 74:17</p> <p>version [3] - 61:1, 61:4, 169:18</p> <p>vertically [1] - 25:12</p> <p>via [6] - 6:21, 55:24, 58:21, 77:13, 183:16</p> <p>vice [3] - 5:18, 31:12, 36:23</p> <p>Village [1] - 158:12</p> <p>Vinci [3] - 151:18, 151:19</p> <p>violation [1] - 22:21</p> <p>Virginia [2] - 26:1, 171:21</p> <p>virtue [1] - 41:13</p> <p>visit [2] - 158:9, 159:4</p> <p>visited [1] - 111:16</p> <p>visits [4] - 51:22, 102:7, 102:9, 102:22</p> <p>visually [2] - 43:4, 62:1</p> <p>voice [2] - 113:16, 146:19</p> <p>voicemail [2] - 115:25, 116:12</p>	<p>void [2] - 178:7, 196:9</p> <p>voluntarily [3] - 65:11, 65:12, 121:22</p> <p>voluntary [2] - 66:1, 121:23</p> <p>vs [1] - 1:5</p>
W				
<p>waiting [1] - 95:19</p> <p>waiver [2] - 37:16, 59:12</p> <p>waivers [1] - 60:9</p> <p>waives [1] - 60:9</p> <p>WALNUT [1] - 1:19</p> <p>warrants [1] - 58:13</p> <p>Washington [1] - 19:25</p> <p>watch [1] - 103:14</p> <p>water [1] - 99:18</p> <p>ways [1] - 55:25</p> <p>wealth [2] - 15:9, 31:18</p> <p>wealthy [1] - 72:7</p> <p>week [13] - 11:8, 11:9, 45:8, 46:3, 48:19, 54:5, 54:7, 63:4, 116:2, 196:21, 198:11</p> <p>weekend [2] - 103:14, 208:2</p> <p>weekly [1] - 196:7</p> <p>weeks [5] - 19:13, 46:12, 136:10, 192:2, 192:3</p> <p>weighed [1] - 9:15</p> <p>wells [1] - 152:20</p> <p>West [3] - 26:1, 171:21, 195:9</p> <p>wheelchair [1] - 147:23</p> <p>whereas [7] - 169:20, 170:2, 177:18, 177:19, 195:14, 195:18, 195:22</p> <p>wherefore [1] - 29:5</p> <p>wherein [2] - 74:18, 86:3</p> <p>whole [3] - 38:25, 200:7</p> <p>wholly [1] - 25:21</p> <p>wife [15] - 61:11, 61:12, 102:6, 115:14, 121:8, 132:16, 147:3, 182:10, 191:4, 191:7, 191:8, 192:11, 194:25, 199:3, 205:8</p> <p>wife's [3] - 135:8,</p>				

148:12, 194:22 Wilkes [2] - 133:20, 137:9 WILKES [1] - 1:12 Wilkes-Barre [2] - 133:20, 137:9 WILKES-BARRE [1] - 1:12 wills [1] - 46:25 Wilson [3] - 171:3, 171:4, 171:5 window [1] - 142:24 winter [1] - 135:7 wire [65] - 58:15, 58:21, 78:23, 88:7, 91:12, 91:16, 91:20, 92:4, 92:7, 92:10, 92:22, 92:24, 93:10, 94:2, 106:20, 114:8, 116:6, 118:22, 119:6, 119:8, 119:9, 119:11, 119:21, 119:25, 120:8, 120:9, 120:13, 155:13, 155:21, 155:24, 164:19, 165:1, 165:17, 165:25, 166:3, 166:4, 166:6, 166:10, 167:20, 172:21, 172:25, 173:3, 190:4, 190:6, 190:13, 190:20, 190:22, 193:10, 193:16, 197:17, 197:21, 198:2, 198:17, 198:21, 199:4, 199:5, 200:3, 200:12, 201:17, 201:22, 202:8 wired [10] - 90:23, 91:25, 115:5, 162:25, 163:3, 165:13, 197:2, 197:5, 206:18 wires [3] - 156:17, 156:18, 156:20 wiring [15] - 87:7, 87:12, 90:15, 90:20, 92:19, 94:13, 107:8, 107:10, 155:25, 165:21, 172:12, 200:4, 200:6, 200:8 wish [2] - 63:3, 144:14 wished [1] - 9:6 wishes [1] - 170:3 withdrawal [3] - 119:1, 119:8, 119:9 withdrew [1] - 119:4 within-mentioned [1]	- 209:8 WITNESS [7] - 65:17, 76:18, 77:3, 96:10, 146:11, 168:25, 182:1 witness [10] - 3:3, 42:7, 60:17, 67:21, 77:4, 99:10, 99:12, 122:22, 146:14, 168:20 WITNESSES [1] - 2:1 woman [1] - 101:21 won [1] - 141:7 Word [1] - 43:14 word [8] - 19:15, 74:23, 95:21, 96:5, 97:15, 97:25, 128:5, 128:7 words [2] - 53:7, 127:10 works [5] - 12:4, 16:5, 17:24, 171:11, 184:22 worry [1] - 55:2 worth [11] - 5:3, 49:16, 49:19, 72:14, 72:15, 73:10, 74:5, 151:21, 179:18, 181:2, 184:23 write [1] - 204:6 writing [8] - 58:24, 60:8, 61:25, 62:2, 66:5, 89:5, 155:5 written [4] - 44:9, 44:12, 45:5, 89:18 wrote [9] - 45:2, 47:15, 47:17, 53:10, 56:2, 101:14, 110:24, 117:6, 192:10	146:23, 148:13, 149:5, 157:23, 158:22, 175:13, 191:8 yield [1] - 83:8 Yohannes [2] - 30:22, 31:21 Yolanda [2] - 182:8, 182:10 York [15] - 5:25, 19:24, 29:16, 29:22, 29:23, 30:16, 32:21, 33:9, 83:12, 83:13, 101:9, 115:18, 115:25 yourself [2] - 206:11, 207:23 yourselves [5] - 67:15, 112:1, 189:20, 207:22
Z		
Zulick [2] - 130:11, 132:8		

X**X.'d** [1] - 24:3**Y**
year [13] - 29:6, 30:11,
32:10, 35:12, 46:2,
48:14, 82:5, 98:13,
100:4, 104:22,
126:21, 155:7,
171:24
years [29] - 5:17, 5:22,
5:23, 45:25, 46:23,
48:18, 53:6, 68:21,
68:24, 69:8, 69:22,
69:25, 70:3, 70:17,
75:15, 80:6, 80:25,
98:25, 99:1, 101:9,
124:3, 132:19,